



PUBLIC COMMENT

SIGN IN SHEET

Tuesday, June 4, 2013

6:00 PM

Limited to forty [40] minutes, four [4] minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1			
2			
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Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group.

Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

NOTE: Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

Council may make closing comments directly following the public & extended public comment sessions if time permits.

OCONEE COUNTY

CAPITAL PROJECT ADVISORY COMMITTEE [CPAC]

Report to County Council
May 2013

COMMITTEE MEMBERSHIP

The Committee is made up of nine members; voting members each appointed for a maximum of three one year terms:

Voting Members:

County Council Member	Mr. Paul Corbell
County Administrator	Mr. Scott Moulder
Infrastructure Advisory Commission	Mr. Bob Winchester
Two At Large / Citizen Representatives	Mr. David Mead & Mr. Randy Abbott

Non-Voting Members:

Planning Commission Representative	Ms. J. David Lyle
Finance Director	Mr. Mark Pulliam
Facilities Director	Mr. Lake Julian
Planning Director	Mr. Art Holbrooks

ACTIVITIES

The CPAC met as needed to review & score potential Capital Projects as outlined on the **Capital Improvement Project Listing** [CIP - Attachment A]. As part of the process the Department Heads were invited to the meeting to both provide additional information and to answer committee member questions prior to and during discussions related to the scoring of the project.

Since the last report in November 2012, the CPAC has continued to review and update the CIP which is provided annually to the Planning Commission and County Council during the budget preparation each fiscal year.

PROJECTS REVIEWED BY CPAC SINCE LAST REPORT:

- Public Service / Operation Projects:
 - PRT / PRT Office Move to South Cove Park
 - Oconee County Libraries
- Economic Development Projects [short/long term]: None
A summary report of the reviewed / scored project is provided as Attachment B.

After final scoring by the CPAC, the Committee forwards each project to the Planning Commission with all backup material included for their full review. The CPAC will continue to review the CIP, receive and evaluate project questionnaires and make additions/deletions as necessary to maintain an accurate listing of proposed capital projects for the Oconee County Planning Commission and County Council's review and possible funding.



COMMUNITY RELATIONS AT A GLANCE

A. What is Community Relations?

1. Building relationships between people and entities in the community.

B. Who are the people, and what are the entities that should be included?

1. Community leaders
2. Community organizations
3. Faith groups
4. Governmental entities
5. Others

C. How do we build relationships?

1. Name recognition
2. Name association
3. Mutual Interest
4. Engaging in dialogue

D. What is Name Recognition/Association?

1. Name of the person
2. With an organization
3. With an issue
4. With national, state, county, city, community entities, etc.

E. Mutual/Consensus Interest Issues

1. Education issues
2. Economic/employment issues
3. Crime issues
4. Housing issues
5. Senior services/health care issues

F. Engaging in Purposeful dialogue

1. To receive/give information/get understanding
 - a. National/state issues
 - b. County issues
 - c. City issues
 - d. Community issues
 - e. Personal (family, religion, etc.)



South Carolina Human Affairs Commission

Mission of the South Carolina Human Affairs Commission

- to eliminate and prevent unlawful employment discrimination on the basis of race, color, national origin, religion, sex, age or disability
- to eliminate and prevent unlawful housing discrimination on the basis of race, color, national origin, religion, sex, familial status or disability
- to eliminate and prevent unlawful discrimination in public accommodations on the basis of race, color, national origin or religion

Laws Enforced by the South Carolina Human Affairs Commission

South Carolina Human Affairs Law

The General Assembly declares the practice of discrimination against an individual because of race, religion, color, sex, age, national origin, or disability as a matter of state concern and declares that this discrimination is unlawful.

The General Assembly further declares that to alleviate these problems a state agency is created which shall seek to eliminate and prevent discrimination because of race, religion, color, sex, age, national origin, or disability.

The South Carolina Fair Housing Law

The South Carolina Fair Housing Law makes it illegal to discriminate in housing because of race, color, religion, sex, national origin, physical or mental handicaps, or familial status (families with children).

The law applies to the sale, rental and financing of residential housing. Apartments, houses, mobile homes, and, even vacant lots to be used for housing, are covered by the Fair Housing Law. With a few exceptions, anyone who has control over residential property and real estate financing must obey the law. This includes rental managers, property owners, real estate agents, landlords, banks, developers, builders and individual homeowners who are selling or renting their property.

Public Accommodations Act

States that every person is entitled to full enjoyment of described services and accommodations without discrimination on account of race, color, religion, or national origin, and defines places of public accommodation.



How to Organize Your Community:

- Identify the **NEEDS** and **GOALS** of your community.
- Establish **PRIORITIES** by importance and by timing.
- Develop **CONFIDENCE** and goodwill within your group.
- Find **RESOURCES** (money, people, and materials).
- Take **ACTION** to accomplish goals.
- Evaluate **EFFORTS** (for future use).



Revised 4/30/13

HOW TO CONTACT THE COMMISSION:

You may call us at:

(803) 737-7800 or
Toll Free 1-800-521-0725 (in state)
Fax: (803) 253-4191

Monday through Friday
From 8:30 a.m. to 5:00 p.m.

Web Address:
www.state.sc.us/schac

Email Address:
Information@schac.state.sc.us

Street Address:
South Carolina
Human Affairs Commission
2611 Forest Drive, Suite 200
Columbia, South Carolina 29240-4490



WHERE DO WE BEGIN WITH GOOD COMMUNITY RELATIONS IN SOUTH CAROLINA?



AT THE SOUTH CAROLINA HUMAN AFFAIRS COMMISSION

Raymond Buxton, II
Commissioner

Community Relations -- Shared Values and Common Interest

COMMUNITY RELATIONS

The Community Relations Division was created to encourage local resolution of problems and to foster better community relations throughout the state. This unit uses conferences, mediation and persuasion to bring together cross-sections of people to resolve disputes involving discrimination in police relations, education, business practices, public accommodations, and other non-employment or non-housing issues.

Community Relations:

- Serves as a resource for South Carolinians to seek solutions to problems encountered due to social or institutionalized practices that have a divisive impact.
- Investigates complaints rising from alleged violations of the Equal Employment and Privileges to Public Accommodations Act and any other allegations of discrimination occurring in sectors other than employment or housing.

The South Carolina Human Affairs Commission has worked to link state government to community groups by assisting in the establishment of or the continued operation of existing Community Relations Councils. Upon request from an existing council or committee, Community Relations will send members of its staff to offer support, technical assistance, and resources. The staff advises councils on identifying problems, setting priorities in program planning and development, and developing funding processes for community projects.

What is a Community Relations Council?

A Community Relations Council is a formal organization consisting of voluntary representatives of all major interests, organized on a permanent basis to work together for common purposes. An effective council is also able to identify and act on potential problems.

Does Your Community Need A Community Relations Council?

- Are there problems in your community that citizens and organizations can study and recommend strategies for the prevention of a future crisis and the promotion of good relations?
- Is there a need for housing, employment, education, transportation or health services?
- Is there an available conciliatory body for resolving tension and conflict in an emergency or crisis situation?

Community Relations is responsible for eight program areas:

- (1) Establishing and consulting with local Community Relations Councils
- (2) Processing of non-employment complaints
- (3) Coordination of activities with the U. S. Department of Education, Office of Civil Rights
- (4) Federal Highway Administration Survey
- (5) South Carolina Project Notification and Review System (A-95 Process)
- (6) South Carolina Emergency Preparedness programs
- (7) Technical assistance and referrals; and
- (8) Enforcement of the South Carolina Equal Employment and Privileges to Public Accommodations Law.

The Community Relations Division conducts investigations under the Investigative Process of Section 1-13-90(e) & Public Accommodations. Additionally, the division receives and reviews all requests for federal funding/loans, environmental impact reports, and highway projects through the S.C. Project Notification & Review System to ensure South Carolina guidelines are met.

Investigative Process of Section 1-13-90(e) & Public Accommodations:

Section 1-13-90(e) non-employment discrimination complaints may be filed on the basis of race, color, religion, age, sex, national origin or disability. The statutory limitation for filing a complaint is (180) one hundred-eighty days.

Public accommodations discrimination complaints may be filed on the basis of race, color, religion, or national origin. The statutory limitation for filing a complaint is (180) one hundred-eighty days. The types of businesses covered include the following: bars, hotels, motels, restaurants, hospitals, clinics, theaters, concert halls, billiard parlors, barrooms, golf courses, sports arenas, stadiums, or other places of amusement, exhibition, recreation, or entertainment.

Serving all of South Carolina





WHY TRAIN?

AVOID Lawsuits

KEEP Up-to-date

LEARN From Experts

MOTIVATE Employees

INFORM Managers and Supervisors



South Carolina Human Affairs Commission
2611 Forest Drive, Suite 200
Post Office Box 4490
Columbia, South Carolina 29240



**SOUTH CAROLINA
HUMAN AFFAIRS
COMMISSION'S**

**TRAINING
BROCHURE**

Seminars are designed to prevent employment discrimination and reduce employer liabilities by delivering up-to-date information on today's most important employment issues.

EQUAL EMPLOYMENT

This training provides participants with critical skills needed for successful supervision and presents an overview of the various employment laws, as well as a look at the current trends from our courts. Participants are given a concise, easy-to-understand explanation of the proofs and defenses in a charge of discrimination. Small groups participate in a case study on safe hiring and eliminating bias in the selection process.

AFFIRMATIVE ACTION

The Affirmative Action seminar dispels the many myths surrounding this controversial topic. Participants learn how to conduct statistical analyses that not only meet State/Federal compliance standards, but also comply with recent Supreme Court decisions on Affirmative Action Plans.

This is a practical approach that will bring clarity to a confusing area and will assist managers in meeting their employment goals and objectives.

SEXUAL HARASSMENT

This two hour seminar is designed to help managers distinguish between inappropriate behavior and unlawful behavior, and between sexual attraction and sexual harassment.

The training combines a legal briefing with common sense steps employers can take to lessen their liabilities by recognizing, eliminating, and preventing sexual harassment in the workplace.

AMERICANS WITH DISABILITIES ACT 1990

The Americans with Disabilities Act (ADA) training informs managers and supervisors of the disabled person's legal right in the workplace. Explanations and discussions center on terms such as essential job functions, reasonable accommodations, job descriptions, testing, medical examinations, illegal use of alcohol and drugs. Proofs, defenses and remedies are also discussed.

Case scenarios are presented and discussed, providing participants with a more practical approach to solving problems they may face in the future.



SPECIALIZED TRAINING

The training staff at the South Carolina Human Affairs Commission also designs sessions to meet the needs of individual organizations.

Practical advice combined with legal theory enables SHAC to prevent discrimination through education. SHAC's training is offered throughout the country to private and public employers. All training is available on an in-house basis and may be approved for Criminal Justice, CLE or CEU credits.

For more information, contact:

**South Carolina
Human Affairs
Technical Services and
Training Division**

**Phone: 803-737-7800
In-State: 1-800-521-0725
Web Address:**

www.state.sc.us/schae



Greater Columbia Community Relations Council

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About Greater Columbia Community Relations Council



Karen R. Jenkins
Executive Director

CRC was founded in 1973 as the primary entity for inter-organizational activity in our community. Business, Community and Civic leaders, from diverse backgrounds, came together to create an organization that would provide solutions to issues that they could not solve independently.

CRC's mission statement is: the principle of enhancing the well-being of the community by promoting business, mutual interests and justice through fair dealing and functional activity.

CRC recognizes the inter-dependency of business, community and government and seeks to accomplish its objectives through education, collaboration and partnerships.

CRC addresses a variety of issues where all citizens can agree and develop a consensus that enables the Members to be a better place to live, work and do business.

Board of Director

- Karen R. Jenkins, Chair
- James Mary Bridges
- Deniel M. Coble
- Alan Jay Gates
- Ted Gresh
- Elliott Egan
- Michael Glymph
- Vanzel Haire
- Connie Jackson
- Kimberly Kennedy-Groten
- Kath Malisz
- Josephine McEurt
- Lou Nolan
- Jennifer Powers
- Hai Stephenson
- Ronald Thompson
- Sandra Wilson
- Frank White, Jr.
- Roscoe C. Wilson, Jr.

CRC Board Chairs 1973 - 2013

- | | | | |
|-------------|------------------------|-------------|-----------------------|
| 1973 - 1974 | James G. Holde | 1993 - 1994 | Arlo B. Easter |
| 1974 - 1976 | Lincoln S. Jenkins | 1995 - 1996 | M. Melissa Sumelle |
| 1976 - 1978 | Lincoln S. Jenkins | 1997 - 1997 | James Brown |
| 1977 - 1978 | Charles Balson | 1997 - 1998 | Diane Thompson |
| 1978 - 1979 | Jasper Salmond | 1999 - 1999 | James E. Jackson |
| 1979 - 1980 | Jasper Salmond | 1999 - 2000 | Dr. John Clark |
| 1981 - 1982 | John Lydell III | 2001 - 2002 | Marvin Lore |
| 1982 - 1983 | Lalle Thomas | 2002 - 2003 | Wanda Wood |
| 1984 - 1985 | Dr. Andrew J. Chisholm | 2003 - 2004 | Dr. M. Fitzroy |
| 1985 - 1986 | Sammy F. Thomas, Jr. | 2004 - 2006 | Stacy O. Schuler, Jr. |
| 1986 - 1987 | T. R. McDaniel | 2005 - 2006 | Lillian Crosby-Drown |
| 1988 - 1989 | Johnny Kirby | 2006 - 2007 | George Jackson |
| 1989 - 1990 | Paul Beasley | 2007 - 2008 | W. Vanzel Haire |
| 1990 - 1991 | Thomas B. Roberts | 2009 - 2010 | Michael Jacobs |
| 1991 - 1992 | Neil Jackson | 2010 - 2011 | Frank White |
| 1992 - 1993 | Lincoln Jenkins, III | 2011 - 2012 | Karen R. Jenkins |
| | | 2012 - 2013 | Karen R. Jenkins |

Board of Advisors

- Kelley Barton
- Milton Kingson
- Jasper Salmond
- Jesse Washington

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Greater Columbia Community Relations Council, Inc. 1000 E. Washington Blvd., Suite 1000, Columbia, SC 29201-3400



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CRC Programs

Housing Initiative

CRC's Fair Housing Program

In partnership with federal, state and local entities, CRC holds community meetings, forums and seminars to provide comprehensive fair housing education in the Midlands.

CRC Housing Referral

CRC, through its Housing Committee, provides referral assistance to individuals who may be homeless, without food or without utilities. For more Fair Housing information please contact our Fair Housing Hotline 303.733-1134.

Youth Initiative

The condition of our youth is a major concern for CRC. This is especially true as new challenges to acceptable social values and good morals threaten community safety and tranquility.

CRC's Youth Initiative uses innovative and collaborative programs to reach young people in school and community center settings that enhance self-esteem and positive learning opportunities. The ultimate goal is to assist today's youth in becoming productive and wholesome citizens in the larger community.

Community Education and Forums

CRC's Community Issues Initiative provides input or initiates discussions on current or proposed public policy or community issues. The objective is to ensure that issues that may have a divisive impact on the community are either negated or resolved to the benefit of all area citizens.

CRC holds [forums and community education programs](#) to encourage open positive dialogue on divisive issues and to educate the public on the impact these issues may have on the community at large.

CRC meets regularly with leaders of government, community, school, neighborhood and business organizations to address current issues.

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Are You Being Discriminated Against?

The South Carolina Human Affairs Commission is a state government agency that enforces the South Carolina Fair Housing Law. If you think you have been discriminated against in housing, you should contact the Commission. The Commission will investigate your complaint to see if the law was broken. If there is a violation, the Commission can help get legal remedies to which you may be entitled. Most of the time, the Commission can settle housing discrimination complaints quickly and easily. If it is necessary, the Commission may hold a hearing or take discrimination cases to court.

Discrimination can be subtle. Often people may suspect that they have been discriminated against, but they are not sure they can prove it. Call the Commission if you suspect you have been discriminated against.



We are here to help.

If you feel you have been discriminated against,
we want to hear from you.

HOW TO CONTACT THE COMMISSION

You may call:

(803) 737-7800

Toll Free: 1-800-521-0725 (in-state)

Fax: (803) 737-7835

Monday through Friday

8:30 a.m. to 5:00 p.m.

Web Address:

www.state.sc.us/schac

E-mail Address:

Information@schac.state.sc.us

Our Address is:

South Carolina Human Affairs Commission
Fair Housing Division
Post Office Box 4490
Columbia, SC 29204-4490



Visitors are received by appointment
or as walk-ins.

Delaine A. Frierson
Fair Housing Director

**Fair Housing
is the Law in
South Carolina**



**The South
Carolina Human
Affairs
Commission**

Raymond Buxton, II
Commissioner

Housing Discrimination is against the Law in South Carolina



The South Carolina Fair Housing Law makes it illegal to discriminate in housing because of race, color, religion, sex, national origin, physical or mental handicaps, or familial status (families with children). The law applies to the sale, rental and financing of residential housing. Apartments, houses, mobile homes, and vacant lots to be used for housing, are covered by the Fair Housing Law. With a few exceptions, anyone who has control over residential property and real estate financing must obey the law. This includes rental managers, property owners, real estate agents, landlords, bankers, developers, builders, insurers, appraisers, and individual homeowners who are selling or renting their property.

Examples of Housing Discrimination:

The law prohibits the following acts based on race, color, religion, sex, national origin, handicap or familial status:

- Refusing to sell or rent housing
- Lying about the availability of housing
- Evicting someone from housing
- Discriminating in housing; rent, security of facilities

Case Examples of Discrimination:

- A real estate agent tries to persuade someone not to buy or rent a house in a certain neighborhood. This is called steering.
- A landlord refuses to rent an apartment to an applicant because the applicant is mentally disabled.
- A newspaper ad says that housing is available for white applicants.
- A black person answers a newspaper ad for an apartment. The landlord tells the person that the apartment has already been rented. It turns out that the apartment was not rented, and the landlord later rents it to a white applicant who answers the same ad.
- A landlord evicts a white tenant from her mobile home because her black friends visit her there.

- A resident manager refuses to rent an apartment to a family with children, will only allow families with children to live in certain buildings or on certain floors, or charges families with children higher security deposits.
- A landlord checks the credit records of all black and Hispanic applicants and uses small credit problems as an excuse to refuse to rent apartments to them; however, the landlord does not always check white applicants' credit records or overlooks small credit problems in their records.
- A property manager refuses to rent an apartment to a single woman, but will rent the apartment to a single man.
- A bank refuses to lend money to a house buyer who wants to purchase a house in a minority neighborhood. This is called redlining.
- A rental manager charges minority tenants a larger security deposit, or higher rent than white tenants.
- A female tenant and her family are evicted from their apartment because she refused the landlord's sexual advances.
- A landlord refuses to rent an apartment to a person with a service animal. The landlord considers the animal a pet.

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< Back

Home

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Departments

Boards & Commissions

Transparency

Anderson County Boards and Commissions

ANDERSON COUNTY BOARDS & COMMISSIONS

Human Relations Council



Council Statement of Purpose

The Anderson County Human Relations Council seeks to improve human relations, by building bridges and lowering barriers, among all races and ethnic groups represented throughout Anderson County. To do this the Council will work to:

1. Be sensitive to discrimination in any form and eliminate unfair, unjust and discriminatory practices based on social, economic, religious, cultural, ethnic, racial, age, gender or handicap bias.
2. Plan and implement workshops, training sessions and hands-on programs so as to bring peoples of all colors, races and creeds together in an environment where matters of mutual interest may be openly discussed in a spirit of cooperation and solutions to problems may be sought and obtained to help channel communications and stop false rumors.
3. Encourage cooperation in both the public and private sectors by enlisting the support of civic, religious, professional, educational, business organizations and their leaders in the County to accomplish the purposes of the council.
4. Study difficult situations and to actively respond to any situation as it may relate to the purposes of the council and to make recommendations for resolutions of same to the County Council.

Note: Council meets second Thursday of each month 5:30 p.m. - 7:00 p.m. in the Historic Courthouse 2nd floor conference room.

Contact - Steve Newton

Members

**Terms are three years. No member shall serve more than two consecutive terms.*

District #1

Ms. Floy C. Kenyon, Esquire
1303 Wendover Way
Anderson, SC 29621

District #1

Ms. Missy Embler
102 Greenbriar Road
Anderson, SC 29621
Phone:

Phone:	
District #2 Ms. Nancy Webb 503 Woodlake Anderson, SC 29624 Phone: 617.7719 (h) 226.5530	District #2 Ms. Janis Turmon 2512 East River Street Anderson, SC 29621 Phone: (h) 222.7653
District #3 Ms. Doris Reid 101 Jones Road Pendleton, SC 29624 Phone: 296.3122	District #3 Ms. Daloris Green 1335 Vandale Place Belton, SC 29826 Phone: (h) 224.5860
District #4 Ms. Martie Manning 114 Seven Oaks Road Pendleton, SC 29670 Phone: 231.3137	District #4 Ms. Mary S. Hartsell 405 Double Springs Rd Townville, SC 29688 Phone: 287.2938
District #5 Rev. Ronnie Williams 1102 Hunters Trail Anderson, SC 29625 Phone: 934.4313	District #5 Ms. Candice Edwards 1501 Natures Trail Anderson, SC 29625 Phone: 225.4847
District #6 Ms. Angela Bruce 100 Browning Road Piedmont, SC 29673 Phone: 947.7919	District #6 Ms. Celia Thompson PO Box 61182 Piedmont, SC 29673 Phone:
District #7 Ms. Pat Seawright 730 Autumn Lane Belton, SC 29627 Phone: 224.2312	District #7 VACANT



Anderson County South Carolina

(864) 260-4000 101 S. Main St., P.O. Box 8002 Anderson, SC 29622-8002 USA

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June 3, 2013

Mr. Maulder,

As discussed today, we have completed our community solicitation of potential new names for the Echo Hills Industrial Park and now ask for final determination by County Council.

During the month of May 2013, we took name recommendations from the general public via phone and email. Notice of this opportunity was accomplished thanks to an article in the Daily Journal and through various speaking engagements whereas recommendations were asked for.

Many of the names submitted were similar, so below are those that were distinctly different. As you know, the intention of this is to get a new name that creates a "sense of place" for the park and aids with its' searchability on various online mediums.

Here are the top 10 names (out of 30) that we ask County Council to consider and select one name that we will use as the new name of the park on all future materials about the park and on a new sign:

- The Falls Industrial Park
- Foothills Industrial Park
- Golden Corner Industrial Park
- Oconee Bell Industrial Park
- Mountain Lakes Industrial Park
- Oconee County Business & Technology Park
- Oconee Industry & Technology Park
- Oconee Business & Industry Park
- Golden Oconee Industrial Park
- Oconee Industrial Park

We are certainly open to input on other names from council if the above are not suitable. We ask for a decision from council on June 4, 2013 so new signage can be ordered for the completion of Phase I of the park development.

Respectfully,

Richard K. Blackwell, SCCED
Executive Director
Oconee County Economic Development Commission





Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

May 20, 2013

PRESS RELEASE

For Further Information Contact
Stephen J. Gauthier (312) 977-9700

Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **Oconee County, South Carolina** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Finance Department**.

For budgets including fiscal period 2012, over 1,340 entities are expected to received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a nonprofit professional association serving over 17,800 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.

South Carolina Clerks to Council: Role, Responsibilities and Certification

By Elizabeth G. Hulse, CCC
DeWhee County Clerk to Council



The South Carolina Clerks to Council Association was formed by the SCAC and is made up of dedicated clerks throughout the state providing professional services



Elizabeth G. Hulse, CCC

on a day to day basis for their county council members, elected officials, staff and the public. In many counties, the clerk is the "face" of Council in the citizens. The clerk is the person available in the office daily to provide information upon request, to address questions and concerns related to county policies and procedures, to address issues with specific county departments and many other areas. Each clerk plays an integral role as they assist Council and staff in implementing Council's vision and mission for their county.



A clerk to council's duties are outlined in Section 4-9-110 of the S.C. Code of Laws as follows: "The Clerk shall record proceedings of council meetings and perform such other duties as Council may describe." In addition, §4-9-120 states that "All adopted ordinances are to be compiled, indexed, unified, published

by title and made available for public inspection at the office of the Clerk of Council. ... The Clerk of Council is to maintain a permanent record of all ordinances adopted and furnish a copy of such record to the Clerk of Court for filing."

Clerks to council do so much more than is outlined in State law. The specific duties and responsibilities for each clerk vary from county to county based on a number of factors to include the form of government, whether the clerk is assigned full time or part time to Council and/or assists other departments with routine operations.

Clerks to council have the opportunity through their Association to obtain a certification that establishes them as experts in their counties in many key areas and also provides participants with the unique opportunity to join together to discuss and share common problems, issues and concerns. The S.C. Clerks to Council Association certification program is a joint project of the SCCCA and the University of South Carolina's Institute for Public Service and Policy Research. The program offers intensive training which addresses clerk duties and general management capabilities. Certification is typically earned in two to three years. A clerk must be a member in good standing with the Association to become certified and affirm that the following ethics shall govern his/her conduct as clerk to council:

- To uphold county government and protect the laws that have been established;
- To conduct my public and private life as to be an example to my fellow citizens;
- To conduct the affairs of my office in a manner that reflects honor and

(See Clerks, P. 44)

SCAC's Magazine and Newsletter Highlight County Achievements

SCAC's publications, CAROLINA COUNTIES NEWSLETTER and COUNTY FOCUS MAGAZINE, highlight county achievements. Articles, which focus on significant county achievements, are published on a space available basis in CAROLINA COUNTIES NEWSLETTER. In-depth articles are published in COUNTY FOCUS MAGAZINE.

For more information, please contact SCAC's Public Information Office at 1-800-922-6081 or senorgaa@scac.sc.

Clerks ...

(Continued from P. 42)

public trust.

- To the best of my ability record and preserve what is true and accurate;
- To protect documents and artifacts which have been entrusted to me;
- To maintain the role of neutral servant as I serve the elected body and the public.

The Certification Program was designed to establish minimum standards and professional goals for county clerks and deputy clerks. The program accomplishes this by:

- Introducing new methods and approaches to enable clerks to become more efficient and effective in their jobs;
- Increasing managerial competence

of clerks to meet new challenges and demands placed upon local government;

- Ensuring clerks are up to date on the most recent legislation approved by the General Assembly affecting the local governing body and any additional responsibilities placed on the clerk; and
- Creating the opportunity for clerks to further their professional development to improve overall efficiency and effectiveness of the office of the clerk to council.

The curriculum consists of an overview of job duties and functions required of clerks. Designed and presented by recognized experts and veteran clerks, these training courses offer members the opportunity to explore new methods and technologies, while learning from the experiences and expertise of others

across the state. The curriculum requires that the clerk complete 36 hours of specific training, which consists of 12 courses—eight required courses (including Managing and Conducting Meetings; Financial Management; Building Effective Intergovernmental Relations; Ethical Leadership and Public Service; Records Management; Customer Service; Roles and Responsibilities; and Minutes, Agendas and Ordinances) and four electives. Each course provides three credit hours and is offered through the South Carolina Association of Counties' Institute of Government for County Officials or the winter meetings of the South Carolina Clerks to Council Association. The Association in conjunction with USC's Institute for Public Service and Policy Research reviews the content and curriculum for each class; updating where necessary to ensure that the most current information is being included.

As part of the educational requirements for the County Clerks to Council Certification, at the end of each course, each clerk is required to complete a Knowledge Transfer Questionnaire. The purpose of the questionnaire is for the clerks to demonstrate what they have learned during the sessions; to determine if the attendee understood the material presented and to ascertain if the clerk is prepared to bring back the material presented in each class to integrate the best practice in their own county.



Elizabeth G. Hulse chairs the S.C. Clerks to Council Promotions & Membership Committee.

Certified Clerks to Council

The South Carolina Clerks to Council Association is pleased to announce that the following 24 clerks have successfully completed the Association's training program:

<u>Certified Clerk</u>	<u>County</u>
Mary B. Blarding	Sumter County
JaNot Blow-Bishop	Darlington County
Shryll Brown	Fairfield County
Diana Barnett	Lexington County
Carolyn Clayton-Snipes	Chester County
Beverly Craven	Charleston County
Ketekash Crump-Lukie	Greenville County
Linda Eddleman	Anderson County
Theresa Floyd	Georgetown County
Judy Frank	Jasper County
Lisa Gray	Dillon County
Connie Haselden	Florence County
Elizabeth Hulse	Georgetown County
Linda Jolly	Union County
Theresa Kizer	Greenville County
Regina McCaskill	Greenville County
Aime Newton	Hampton County
Denis Pearson	Cherokee County
Suzanne Ramey	Beaufort County
Roxe Shepherd	Ramberg County
Lynn Sopolosky	Abbeville County
Jackie Turner	Orangeburg County
Karen Whittle	Saluda County
Debbie Ziegler	Spartanburg County

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-07

AN ORDINANCE AUTHORIZING THE TRANSFER AND
CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER
MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), and as such possesses all powers granted to counties by the Constitution and laws of the State; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, provides, in part, that counties may acquire real property by purchase or gift, and lease, sell or otherwise dispose of real and personal property; and

WHEREAS, the County is the owner of that certain piece, parcel or tract of land situate in the County consisting of approximately 22.38 acres (the "Property") and being more fully shown and designated on survey of Gregory Blake Sosebee P.L.S.# 14818 prepared for the County dated April 30, 2013 ("Survey"), a copy of which Survey is now before the County Council of the County (the "County Council") and is attached hereto as Exhibit A; and

WHEREAS, Pioneer Rural Water District ("Pioneer") wishes to acquire from the County, and the County wishes to convey to Pioneer, the Property for the purpose of allowing Pioneer to construct on the County Property a potable water treatment facility to be connected to and operated as part of Pioneer's waterworks system (such acquisition and conveyance, the "Transfer"), subject to and in accordance with the terms and provisions of a Purchase and Sale Agreement ("Purchase Agreement"), the form of which is now before the County Council and is attached as Exhibit B hereto; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY COUNCIL OF
OCONEE COUNTY, SOUTH CAROLINA AS FOLLOWS:

Section 1. Approval of Transfer. County Council hereby approves the Transfer, subject to and in conformity with the provisions of the Purchase Agreement in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County.

Section 2. Execution and Delivery of Purchase Agreement. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Purchase Agreement on behalf of the County in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel.

Section 3. Execution and Delivery of Deed and Other Transfer Documents. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County a limited warranty deed conveying title to the Property to Pioneer in accordance with the provisions of the Purchase Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Transfer in a form and substance acceptable to the Administrator, on advice of legal counsel to the County. The County Administrator is further authorized and empowered to execute any subsequent amendments or revisions to any of the agreements, certifications or documents authorized under this Ordinance

Section 4. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date. This Ordinance shall be effective upon its enactment by the County Council of Oconee County, South Carolina.

DONE AND ENACTED by the County Council of Oconee County, South Carolina, this 4th day of June, 2013.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Clerk to County Council,
Oconee County, South Carolina

First Reading: March 19, 2013
Second Reading: May 21, 2013
Public Hearing: June 4, 2013
Third & Final Reading: June 4, 2013

EXHIBIT A

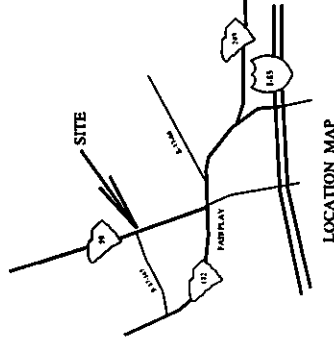
Survey

[see attached]

PLAT PREPARED FOR:

OCONEE COUNTY, SC

PARCEL ON SC HWY 59
 REF. D.B. 1436 PG. 111
 REF. P.B. A-43 PG. 06
 PLAT BY S.R. EDWARDS DATED:
 9/06/2012, REV. 07/22/2013
 P.O. TMAP 332-0001-011



ACREAGE - 22.38
 DATE: APRIL 30, 2013
 STATE OF SOUTH CAROLINA
 COUNTY OF OCONEE
 TOWNSHIP OF CENTER

SCALE: 1" = 150'

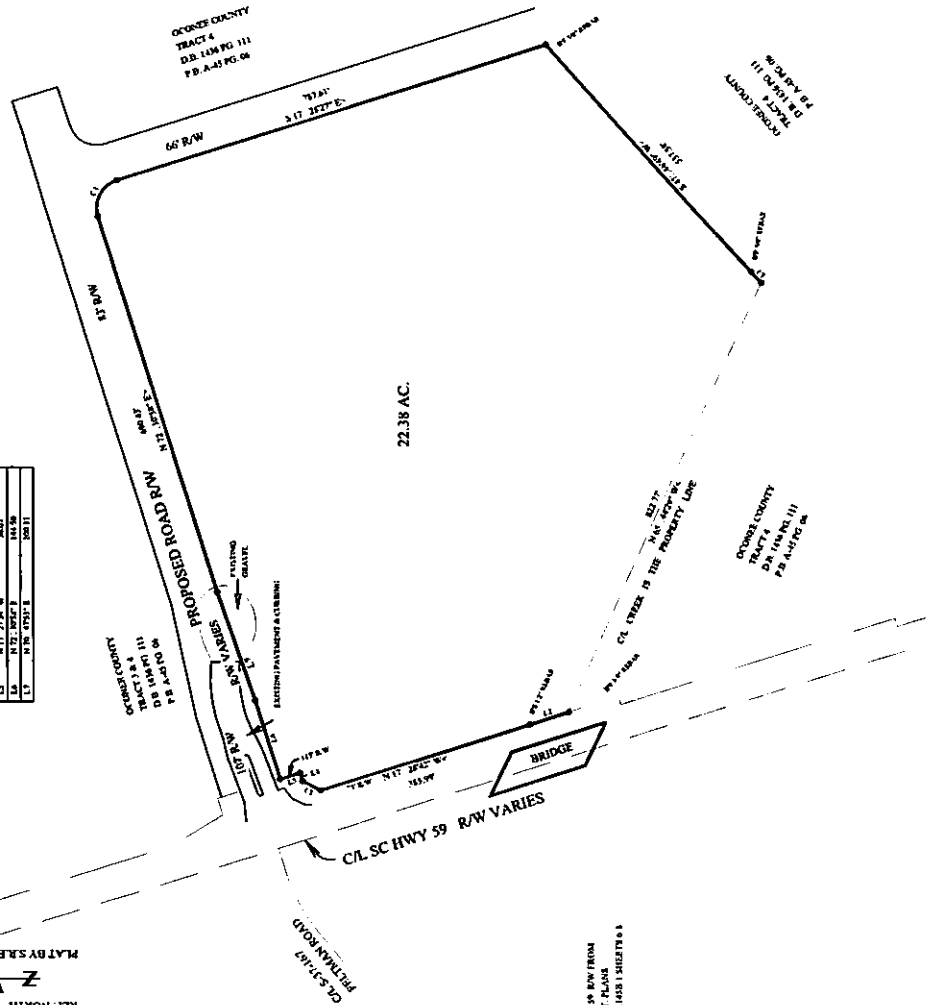


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATUTES OF THE STATE OF SOUTH CAROLINA, AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF SOUTH CAROLINA. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THIS SURVEY. THESE ARE TO BE USED FOR THE PURPOSES SPECIFICALLY SET FORTH THEREIN.

COPYRIGHT BY:
 GREGORY BLAKE SOSEBER, PLS.# 14818
 15547 WELLS HWY, SENECA, S.C. 29678
 TELEPHONE: (864) 882-0024

CLIENT	DATE	SCALE	COMPILED BY	FIELD BEARING
C1	7/13	1"=150'	9/13	432.23947° E

LINE	BEARING	DISTANCE
1	S 67° 46' 00" W	25.00
2	N 17° 29' 17" W	73.25
3	S 77° 15' 17" E	15.25
4	N 77° 15' 17" E	26.00
5	N 17° 29' 17" W	26.00
6	N 77° 15' 17" E	15.25
7	N 17° 29' 17" E	26.00
8	N 77° 15' 17" E	15.25
9	N 17° 29' 17" E	26.00
10	N 77° 15' 17" E	15.25
11	N 17° 29' 17" E	26.00



REF. NORTH
 PLAT BY S.R. EDWARDS 9/6/12

SC HWY 59 R/W FROM
 S.C. STAT. PLANS
 REF. D.B. 1436 PG. 111

NOTES: PROPERTY SUBJECT TO WETLAND REGULATIONS
 *CORNERS ARE 5' BEARING SET UNLESS LABELLED (EXCEPT CL. CHECKS)

NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & R/W'S OF RECORD



PROJECT: C:\WORK\2013\04\13\13013.DWG

EXHIBIT B

Purchase Agreement

[see attached]

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY, made and entered into as of this ____ day of _____, 2013 ("Effective Date"), by and between **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina ("Seller"), and **PIONEER RURAL WATER DISTRICT** ("Purchaser").

RECITALS

A. Seller is the owner in fee simple title to that certain piece, parcel or tract of land ("Land") consisting of approximately 22.38 acres and being more fully shown and described on survey of Gregory Blake Sosebee P.L.S.# 14818 prepared for the County dated April 30, 2013 ("Survey"), a copy of which Survey is attached as Exhibit A hereto and incorporated herein by reference; and

B. Purchaser desires to purchase the Property (as described below) for the purpose of constructing and operating a potable water treatment facility (the "Water Facility") thereon.

C. Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to purchase and acquire the Property from Seller, subject to the terms and conditions of this Agreement.

AGREEMENT

1. SALE OF PROPERTY.

1.1. Property. For and in consideration of **TEN AND 00/100 DOLLARS (\$10.00)** ("Purchase Price"), receipt of which is hereby acknowledged, and the mutual covenants and agreements contained herein, Seller agrees to sell and convey all of Seller's right, title and interest in and to the property described below ("Property") to Purchaser, and Purchaser agrees to purchase the same from Seller, pursuant to the terms and conditions set forth herein.

1.2. Description of Property. The Property shall consist of:

- (a) The Land;
- (b) All rights, privileges and easements appurtenant to the Land, including all rights, rights-of-way, roadways, roadbeds, and reversions ("Appurtenant Rights");
- (c) All improvements on or within the Land, if any ("Improvements").

2. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

2.1. Title to Property. Seller is the sole owner of good, marketable and insurable fee simple title to the Property.

2.2. Authority of Seller. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof, and this Agreement, is a valid and binding obligation of Seller as of the date first set forth above. As of the Closing, all necessary action shall have been taken by Seller authorizing the execution and delivery of all documents and instruments to be executed and delivered by Seller at Closing. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms.

2.3. Options and Contracts. No options or other contracts have been granted or entered into which are still outstanding and which give any other party a right to purchase any interest in the Property or any part thereof.

2.4. Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

2.5. Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property will be due or owing at Closing and no mechanics lien, materialman's lien, or other similar lien shall be of record against the Property as of Closing.

2.6. Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property or its intended use, pending or threatened before any court, commission, or other body or authority, and, further, Seller has not received written notification of any asserted failure of Seller or the Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment or decree of any federal, municipal or other governmental authority.

2.7. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will:

- (a) Conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller or any predecessor of Seller is a party, or
- (b) Violate any restriction to which Seller is subject, or
- (c) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order, or
- (d) Result in the acceleration of any mortgage or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property, or
- (e) Result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

2.8. Events Prior to Closing. Seller will not cause or permit any action to be taken which would cause any of Seller's representations or warranties to be untrue as of the Closing. Seller agrees immediately to notify Purchaser in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations.

2.9. Further Acts of Seller. On or before the Closing, Seller will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may reasonably be required by Purchaser or Purchaser's title insurance company to vest in and assure to Purchaser full rights in or to the Property.

2.10. Maintenance of Property. Between the date of this Agreement and Closing, Seller will continue to maintain the Property as it currently is maintained and exists; and Seller shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property without Purchaser's prior written approval.

2.11. AS IS SALE. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES HEREIN, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR PROMISES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR PROMISES AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, ZONING, UTILITIES, PRESENCE OF HAZARDOUS MATERIALS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR ITS SALE TO PURCHASER. PURCHASER AGREES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR PROMISES HAVE BEEN MADE AND AGREES TO TAKE THE PROPERTY "AS IS." PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS ARE DESIRED BY PURCHASER, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PROVISION SHALL SURVIVE CLOSING.

3. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

3.1. Purchaser's Review Period. Purchaser shall have a period (the "Review Period") commencing on the date hereof and expiring ninety (90) thereafter to do the following, each of which shall be a condition precedent to Purchaser's obligations hereunder:

(a) To conduct, at Purchaser's cost, any and all inspections, engineering and feasibility studies, including, but not limited to environmental inspections and studies, which Purchaser deems necessary, in an effort to determine whether or not to proceed with the Closing of this transaction. Without limitation of the generality of the foregoing, it is agreed that Purchaser's inspection of the Property may include soil borings, surface water and groundwater testing and analysis, boundary, structural, topographical, and other surveys and any other studies and/or tests desirable for Purchaser to determine that

the Property is suitable for its intended purpose. In this regard, Seller hereby agrees that Purchaser, and/or Purchaser's agents or employees, may have unlimited access to the Property during such Review Period to conduct such studies and inspections. Upon completion of such inspections, Purchaser shall restore the surface of the Property to substantially the same condition of the surface on the date hereof after all such tests and inspections are completed.

(b) To obtain a commitment for owner's title insurance (issued by a title insurance company acceptable to Purchaser) on standard ALTA Owner's Policy Form (2006) (together with copies of all instruments and plats evidencing exceptions stated therein), by which commitment the title insurance company agrees to insure the fee simple title to the Property in Purchaser in an amount equal to the purchase price of the Property subject only to exceptions acceptable to Purchaser and Purchaser's lender, if applicable.

(c) To obtain a survey of the Property, such survey disclosing rights-of-way, easements, encroachments or other encumbrances upon the Property acceptable to Purchaser.

(d) To obtain such assurances or approvals from the appropriate governmental authorities as Purchaser deems necessary in relation to Purchaser's intended use of the Property or the environmental condition of the Property. Seller agrees to use its best efforts to cooperate with Purchaser so that Seller shall deliver to Purchaser any item in the possession or control of Seller which Purchaser would like to receive and inspect.

3.2. Termination of Agreement. Prior to the expiration of the Review Period, Purchaser shall have the right to terminate this Agreement in its sole discretion based on Purchaser's findings during the Review Period, in which event this Agreement shall be void, and neither party shall have any further obligation hereunder.

3.3. Status of Title. At Closing (as defined below) Seller shall deliver the Closing Documents (as such term is defined below) to Purchaser as provided by Section 6.2 below, and shall be capable of conveying, and the Closing Documents will purport to convey, good and marketable fee simple title to the Property to Purchaser subject only to encumbrances and title exceptions acceptable to Purchaser. Seller shall not create, cause or permit any encumbrance, impairment or transfer of title to the Property, other than as specifically provided herein; provided, however, that Seller shall have no obligation to cure, have the Property released from or terminate any encumbrance on, impairment of, or lien against the Property caused by Purchaser or related to Purchaser's activity on or use of the Property.

4. **CLOSING.** The purchase and sale contemplated hereunder shall be consummated at the closing (referred to herein as the "Closing") which shall take place no later than _____, 2013. The Closing shall take place at the offices of Seller's counsel:

McNair Law Firm, P.A.
132 East Benson Street, Suite 200
Anderson, SC 29624

5. PRO-RATED ITEMS AND ADJUSTMENTS. Purchaser shall pay for the title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy, if any, and for the cost of any survey of the Property prepared at Purchaser's request. Purchaser shall pay all deed recording fees (formerly known as documentary tax stamps) and intangible taxes assessed with respect to the deed conveying title to the Property to Purchaser. Purchaser and Seller shall each pay their own legal fees related to the transaction contemplated hereby.

6. SELLER'S DELIVERIES. In addition to other conditions precedent set forth elsewhere in this Agreement, Seller shall deliver to Purchaser all of the following documents and items, the delivery and accuracy of which shall further condition Purchaser's obligations to consummate the purchase and sale herein contemplated:

6.1. Items Delivered Within Ten (10) Business Days. Seller shall deliver all of the following in Seller's possession or control to Purchaser within Ten (10) business days following the Date of this Agreement:

- (a) Results of any soil boring tests with respect to the Property.
- (b) All building plan drawings, surveys and topographical renderings of the Property.
- (c) All environmental studies of the Property and any environmental permits or approvals with respect to the Property.

6.2. Items Delivered to Purchaser at Closing. Seller shall deliver the following items (collectively, the "Closing Documents") at Closing to Purchaser:

- (a) A limited warranty deed, satisfactory in form and substance to Purchaser or Purchaser's title insurance company, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this Agreement. The County may, at its option, include in the above described limited warranty deed certain restrictions limiting the use of the Property to the construction and operation of the Water Facility and prohibiting sale of the Property or any part thereof by Purchaser to a person or entity other than Seller until such time as construction of the Water Facility has been completed and the Water Facility is operational.
- (b) An Owner's Affidavit, lien waiver, and or other agreements (not to include provisions requiring indemnification by Seller) and affidavits satisfactory for the purpose of removing the "standard" exceptions from Purchaser's Owner's Title Insurance Policy for the Property.

7. CONDEMNATION OR CASUALTY LOSS. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the Closing, or any material casualty loss to the Property prior to Closing, Purchaser, at its option, shall have the right to terminate this Agreement. After Closing, all risk of loss due to condemnation or casualty shall lie with Purchaser.

8. COMMISSIONS.

8.1. Real Estate Commission. Seller and Purchaser represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Property.

9. DEFAULT.

9.1. Seller's Defaults. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Purchaser at Purchaser's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Purchaser at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Seller, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

9.2. Purchaser's Defaults. In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed, Seller at Seller's option shall: (i) be entitled to thereafter exercise any and all rights and remedies available to Seller at law and in equity, including without limitation the right of specific performance; or (ii) be entitled, upon giving written notice to Purchaser, as herein provided, to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

10. CONSTRUCTION OF WATER INFRASTRUCTURE FACILITY.

10.1. Construction of Water Infrastructure Facility. Seller acknowledges and agrees that this Agreement is being entered into with the expectation that Purchaser build and commence operation of the Water Facility and any necessary ancillary improvements on the Property. Seller hereby covenants and agrees that it will diligently proceed with construction of, and commence operation of, the Water Facility as quickly as is reasonably practicable following Closing, and acknowledges that its agreement to construct and operate the Water Facility on the Property is a material term of this Agreement and a material inducement to Seller's agreement to convey the Property to Purchaser under this Agreement. Seller covenants and agrees not to use the Property for any purpose other than the construction, maintenance and operation of the Water Facility, and not to sell, grant, bargain, convey or encumber the Property, any portion thereof, or any interest therein, prior to completing construction and installation of the Water Facility.

10.2. Attorney's Fees. If the Seller retains an attorney to enforce Section 10.1 of this Agreement, the Seller shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorney's fees and costs incurred through litigation and all appeals.

11. MISCELLANEOUS

11.1. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein and it supersedes all

prior discussions, undertakings or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by both parties.

11.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors and assigns.

11.3. Survival. Except as otherwise expressly provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Purchaser and Seller in this Agreement (which shall be deemed to include the matters and information disclosed in any of the Exhibits attached hereto or in any document or instrument delivered by Seller pursuant to the provisions of this Agreement or at or in connection with the Closing), including without limitation, the specific agreement for the Purchaser to build and commence operation of the Water Facility, shall survive the Closing.

11.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

11.5. Headings. The headings as used herein are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties set forth herein or limit the provisions or scope of this Agreement.

11.6. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

11.7. Time of Essence. Both parties hereto specifically agree that time is of the essence to this Agreement with respect to the performance of the obligation of the parties under this Agreement.

11.8. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which shall comprise one (1) agreement.

11.9. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by First Class, Registered or Certified Mail, return receipt requested, postage prepaid, as follows:

(a) If to Purchaser:

Pioneer Rural Water District
Attn.: _____

With a Copy to:

(b) If to Seller:

Oconee County, South Carolina
Attn.: Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

With a copy to:

McNair Law Firm, P.A.
Attn.: Thomas L. Martin, Esq.
132 East Benson Street, Suite 200
Anderson, SC 29624

Any such notice, request, consent or other communications shall be deemed received at such time as it is personally delivered or on the fifth business day after it is so mailed, as the case may be.

11.10. Assignment. Neither this Agreement nor any rights or obligations created or existing under this Agreement may be assigned by Purchaser without the prior written consent of Seller.

11.11. Invalid Provisions. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

[execution pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SELLER:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURCHASER:

PIONEER RURAL WATER DISTRICT

By: _____
Its: _____

Exhibit A

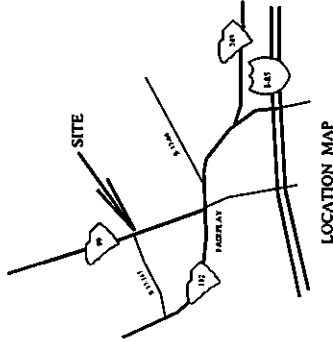
Survey

[see attached]

PLAT PREPARED FOR:

OCONEE COUNTY, SC

PARCEL ON SC HWY 59
 REP'D BY 1436 PG. 111
 REP. P.B. A-45 PG. 06
 PLAT BY S.R. EDWARDS DATED:
 9/26/2012 REV. 01/22/2013
 P.O. TRAPP 332-60041-011



ACREAGE - 22.38

DATE: APRIL 30, 2013

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

TOWNSHIP OF CENTER

SCALE: 1" = 150'



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE ADOPTED FOR SURVEYING IN SOUTH CAROLINA, AND ADEQUATE OR EXCELLS THIS REQUIREMENT FOR A CLASS "A" SURVEY AS PROVIDED THEREIN.

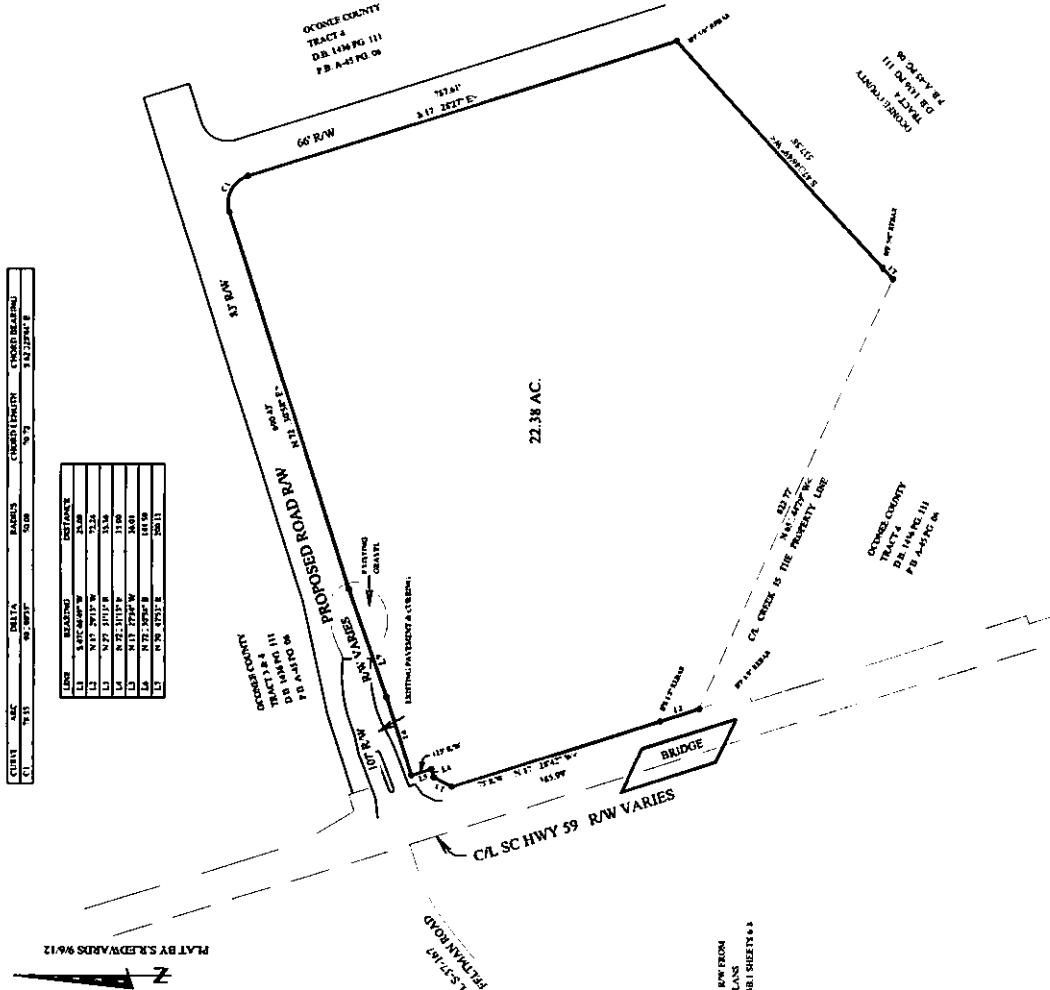
THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

REGISTERED PROFESSIONAL SURVEYOR
 GREGORY BLAKE SOSEBEE P.L.S.# 14818
 15547 WELLS HWY. SENECA, S.C. 29678
 TELEPHONE (864) 882-0024



CURVE	ASC	DELTA	PIACES	CHORD LENGTH	CHORD BEARING
C1	93.5	88.2873°	52.0	97.5	S 12.2284° E

LINE	BEARING	DISTANCE
L1	S 87° 48' 46" W	23.89
L2	N 17° 29' 17" W	73.25
L3	S 72° 29' 56" E	118.0
L4	N 13° 27' 24" W	34.0
L5	N 72° 29' 56" E	141.0
L6	N 79° 47' 51" E	200.11



NOTES: PROPERTY SUBJECT TO WETLAND REGULATIONS. CONCRETE ARE 12" REBAR SET UNLESS LABELED (EXCEPT CO. CREEK)

NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & RIGHTS OF RECORD.

SC HWY 59 R/W FROM
 S.C.D.O.T. PLANS
 FILE #171481 SHEETS 4 & 5

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2013-15**

**AN ORDINANCE AUTHORIZING THE GRANT OF
EASEMENTS AND EXECUTION AND DELIVERY OF
CERTAIN EASEMENT AGREEMENTS AFFECTING
CERTAIN REAL PROPERTY OWNED BY OCONEE
COUNTY; AND OTHER MATTERS RELATED
THERETO.**

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of that certain piece, parcel or tract of land situate in Oconee County ("County Property"), consisting of approximately __ acres, and being more fully shown and designated on survey of _____ entitled _____ dated _____, 2013 ("Survey"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, Central Electric Power Cooperative, Inc. ("Central Electric") wishes to acquire from the County, and the County wishes to grant to Central Electric, certain perpetual easement rights for, generally and without limitation, the construction, maintenance, alteration and replacement of one or more eclectic lines, for overhead or underground electric transmission, distribution and communication lines over, across, under and through certain portions of the County Property (the "Easements"); and

WHEREAS, the form, terms and provisions of the easement agreements now before the Oconee County Council ("County Council"), a copy of which are attached hereto as Exhibit B ("Easement Agreements"), are acceptable to the County Council for the purpose of giving effect to the Easements; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property:

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the Easements, subject to and in conformity with the provisions of the Easement Agreements.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreements on behalf of the County in substantially the form attached as Exhibit B hereto, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Easement Agreements.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easements in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

5. All orders, resolutions, and enactments of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by the County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: May 7, 2013
Second Reading: June 4, 2013
Third Reading: _____
Public Hearing: _____

Exhibit A

Survey of County Property

[see attached]

Exhibit A

AREA REQUIRED FOR PROPOSED
 VARIABLE WIDTH ELECTRIC TRANSMISSION
 LINE R/W ON CEPCC TRACT 1
 STA. 0+35.00 TO STA. 5+52.00
 R/W AREA REQUIRED
 1.45 ACRES

COUNTY: DOUGLAS
 TAP: A NW 20-21-00-1
 SECTION: 20-21-00-1
 TWP: 20S R. 21E S. 17N



LOCATION MAP
 SCALE: 1 INCH = 2 MILES

STATE GRID NORTH
 BY GNSS-NAD 83 (2007)

CEPCC TRACT 1

(1226) 04-0000-00000-0000
 (2000) 04-0000-00000-0000
 115 KV LINE

(0000) 04-0000-00000-0000
 115 KV LINE
 115 KV LINE
 115 KV LINE

(1226) 11 2000 00
 147118 RT
 N 582647.25
 E 1002007.56



DOUGLAS COUNTY
 CEPCC TRACT 1
 TAP # 237-20-04-028

3.18' 35' 30" E
 115 KV LINE
 115 KV LINE

CONSIDER ASING DECISIONS OF
 GAV AND REGULATORY
 CEPCC TRACT 1-145 ACRES

FILE #	SEAWAY	DATE
2046-0900	10 27 02 20' E	8/20/02
2075-0210	5 23 14 30' E	8/20/02
2217-2217	11 22 43 17' E	10/14/02
2227-2226	5 20 15 05' E	10/25/02
2230-2240	5 47 48 16' W	10/25/02
2246-2246	5 17 04 37' E	10/25/02
2249-2249	5 14 12 09' E	10/25/02
2254-2254	5 14 03 26' E	10/25/02
2254-2254	5 07 58 16' W	10/25/02
2254-2254	5 07 58 16' W	10/25/02
2254-2254	5 19 08 50' W	10/25/02
2254-2254	5 27 17 36' W	10/25/02
2254-2246	11 26 02 27' E	10/25/02

NOTE: PROPERTY 1, 2000 SECTION 04 2000 TAP 237-20-04-028. THIS MAP IS FOR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



DATE: 03/21/2013

SCALE: 1" = 200'

SCALE: 1" = 200 FEET

MAP OF PROPOSED TRANSMISSION R/W
 PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE, INC.
 U-56 GOLDEN CORNER TAP 115 KV LINE
 CROSSING PROPERTY OF
CEPCC TRACT 1—DOUGLAS COUNTY
 LOCATED 0.8 MILE NORTH-WEST OF FAIR PLAY
 DOUGLAS COUNTY, SOUTH CAROLINA
 MARCH 21, 2013

SUPERVISED BY GLENN ASSOCIATES SURVEYING, INC.
 P.O. BOX 17 JENKINSVILLE, S.C. 29050 Telephone (803) 346-5297

PRELIMINARY
MARCH 27, 2013



Exhibit B

Easement Agreement

[see attached]

THE STATE OF SOUTH CAROLINA) TMS # 332-00-01-011
) U-56 GOLDEN CORNER TAP
) EASEMENT # 046
COUNTY OF OCONEE) TRACT # 1

The undersigned Grantor, Oconee County, in consideration of the payment hereinafter agreed upon hereby grants to the Central Electric Power Cooperative, Inc., (hereinafter called the Grantee), its successors and assigns, a perpetual easement for the construction, maintenance, alteration and replacement of an electric line or lines, for overhead or underground electric transmission, distribution and communication (for Grantee's internal use only) lines, consisting of supporting structures, overhead and underground connectors, manholes, conduits and lightning protective wire, towers, poles, anchors and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof, the right to install, maintain and use anchors and guy wires on land adjacent to the right-of-way herein granted, the right of ingress and egress to and along the said line and the right to clear and keep clear all brush, timber and tree tops along the right-of-way which might endanger any of the works thereon, over and upon a portion of that certain tract situated in Oconee County, South Carolina, now or formerly bounded and more fully described as follows:

North : Oconee County
East : Thelma Lois Ogden; Crawford M. Cross; Larry A. Maret, et al: Thomas O. Boykin, III
South: Oconee County
West : Highway 59

and containing approximately 110.16 acres 0.8 miles northwest from Fair Play, South Carolina.

The easement granted herein contains 1.45 acres and is more clearly shown on the attached "Exhibit A" which is hereby incorporated by reference and made a part of this easement.

This being the same property conveyed to Grantor as evidenced by the deed of A. P. Reidhead, recorded in the Office of the Register of Deeds for Oconee County on August 2, 2005 in Deed Book 1436 at Page 111.

It is agreed that as a lump sum consideration for said easement and right of construction with all rights incident thereto, the Grantee will pay to the Grantor the sum of _____ Dollars (\$ _____).

The lump sum consideration herein mentioned is the entire consideration to be paid for the rights granted.

Payments provided for by this instrument may be made by check mailed to the Grantor at 415 S. Pine Street, Walhalla, S. C. 29691-2415.

The Grantee shall have the right to clear and keep clear the timber, pulpwood, brush and tree tops within the easement area as well as all danger trees at a greater distance which would injure the transmission line in falling. All trees cut shall become the property of the Grantee and except as directed by a local, state and/or federal agency shall be removed from the right-of-way. For danger trees cut after the initial clearing, the Grantee will pay to the owner of said tract the fair market value of such danger trees at the time of cutting as determined by a registered professional forester. The Grantee shall have the right of entry upon Grantor's said lands for all of the purposes aforesaid. Any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by the Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee. No buildings or structures shall be placed within the easement area, nor shall any other encroachments which interfere with the operation or maintenance of the transmission line be permitted.

The undersigned agrees that all poles, wires and other facilities, installed on the above described lands at the Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

The Grantor further represents and warrants that the property described in this easement is free from all liens and encumbrances including mortgages, timber deeds, mineral deeds, and tax liens, and in the event that any such liens and encumbrances do exist, the Grantor hereby grants to the Grantee, its successors and assigns, the right at its discretion to pay all or any portion of the consideration for this agreement to the owners and holders of any liens on the property, including tax liens, if any such liens be outstanding. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

This agreement shall extend to the parties, their heirs, executors, administrators, successors and assigns.

TO HAVE AND TO HOLD, all and singular the rights, privileges and easements aforesaid unto the said Central Electric Power Cooperative, Inc., its successors and assigns, forever. And Oconee County does hereby bind itself and its heirs, executors, administrators (successors and assigns) to warrant and forever defend all and singular the said rights, privileges and easements unto the said Central Electric Power Cooperative, Inc., its successors and assigns against Oconee County and its heirs and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, it hereunto set its hand(s) and Seal(s), this ____ day of

_____.

WITNESS

Oconee County

BY: _____ (L.S.)

ITS: _____

THE STATE OF SOUTH CAROLINA)
COUNTY OF _____)

ACKNOWLEDGMENT
(Pursuant to S.C. Code Section 30-5-3- (c))

I, _____, Notary Public for South Carolina, do hereby certify that
Oconee County, by _____, its _____,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

SWORN to before me this ____ day
of _____, 20 .

Notary Public for South Carolina

My Commission Expires

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 4, 2013
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2013-16 "AN ORDINANCE TO AMEND CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE AMENDMENT OF SECTION 26-2 - PRIVATE ROAD STANDARDS AND REGULATIONS, THE AMENDMENT OF SECTION 26-7(F) ENCROACHMENTS, AND THE ESTABLISHMENT OF FUNDING AND FEES POLICY RELATING TO ENCROACHMENT POLICIES OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO"

BACKGROUND DESCRIPTION:

The ordinance, policy, application and fees were considered at the May 14, 2013, Transportation Committee Meeting and the Committee recommended submitting to full council for consideration.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None.

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much;

Approved by : _____ Grants

ATTACHMENTS

Ordinance 2013-16
Policy
Application


STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve Ordinance 2013-16 on first reading.

Submitted or Prepared By:

Δ. Μαρκ. Κελλάς, Σπ. Π.Ε. Π.Α.Σ. Χ.Φ.Μ.
Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2013-16**

AN ORDINANCE TO AMEND CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE AMENDMENT OF SECTION 26-2 – PRIVATE ROAD STANDARDS AND REGULATIONS, THE AMENDMENT OF SECTION 26-7(E) *ENCROACHMENTS*., AND THE ESTABLISHMENT OF FUNDING AND FEES POLICY RELATING TO ENCROACHMENT POLICIES OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”), is authorized by Section 4-9-30, South Carolina Code, 1976, as amended (the “Code”), among other sources, to provide for a system of public works, including roads and bridges, of the County, and to assess property and levy ad valorem property taxes and uniform service charges for functions and operations to the County, including, but not limited to, appropriations for such general public works, including roads; and,

WHEREAS, Oconee County Council has heretofore, by and through Chapter 26 (“Roads and Bridges”) of the Oconee County Code of Ordinances (the “County Code”), provided for certain policies, procedures, fees, and other funding pertaining to the roads and bridges portion of the public works program of Oconee County; and,

WHEREAS, Oconee County Council deems it necessary and proper to amend certain sections of the Oconee County Code of Ordinances from time to time to modify County policies and procedures to comport with changed and changing needs, or simply to reflect existing practical applications of policies and procedures; and,

WHEREAS, it has come to the attention of Oconee County Council that certain revisions need to be made in Chapter 26 of the County Code, to meet the needs of the County as to the safety of the public utilizing Oconee County roads and bridges, to assure that the necessary provision of Oconee County roads and bridges, including the regulation of private roads, encroachment, and construction, provide for the proper health and safety of the Oconee County public, are funded by those benefitting from such roads, encroachment, or inspection, and are consistent with other Oconee County policies and procedures, already codified; and,

WHEREAS, the County Engineer and the Roads and Bridges Department of the County have recommended several changes to Chapter 26 of the Oconee County Code of Ordinances, so as to: amend the private road construction and inspection procedures; to remove the County from all involvement with private roads except that necessitated, tangentially, through other County involvement, such as the regulation of subdivisions, and establish policies for the County to limit its involvement with and in private roads; revise the Oconee County encroachment permit policy and procedures, including, without limitation, by adopting and approving encroachment policies to be followed by the County, and a fees schedule to pay for the encroachment program of the County; and, provide for the funding for such policies and

procedures. Oconee County Council has reviewed the needs, in each instance, has determined that such needs are legitimate and serve the public purposes and best interests of Oconee County, and has determined to modify the respective sections of Chapter 26 of the Oconee County Code of Ordinances as requested, and to affirm and preserve all other provisions of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. The foregoing findings of fact, recommendations, and conclusions are hereby adopted, as findings of fact, supporting this ordinance, in their entirety.
2. Chapter 26 of the Oconee County Code of Ordinances is hereby modified and amended as follows, and in the following details, only:

A. Section 26-2 of the County Code is hereby amended to read as follows:

Sec. 26-2. - Private road standards and regulations.

OCONEE COUNTY SHALL HAVE NO RESPONSIBILITY FOR NOR CONTROL OF THE DESIGN, ENGINEERING, CONSTRUCTION, INSPECTION OR MAINTENANCE OF PRIVATE DRIVEWAYS, DRIVES AND ROADS IN OCONEE COUNTY AND SHALL ONLY BE INVOLVED WITH PRIVATE DRIVEWAYS, DRIVES AND ROADS TO ENFORCE THESE REGULATIONS AND TO THE EXTENT REQUIRED FOR THE COUNTY TO CARRY OUT ITS OTHER DUTIES AND FUNCTIONS, SUCH AS APPROVING THE SUBDIVISION OF PROPERTY.

- (a) Private driveways. Private driveways shall serve no more than three residential dwellings, and shall be maintained by the property owner(s). No design standards shall apply to private driveways, but driveways must comply with applicable building and fire codes.
- (b) Private drives. All private drives existing and in use at the time of adoption of these regulations, as well as those private drives under construction prior to the time of adoption, shall be exempted from the standards contained in this section. This exemption shall also extend to those private drives approved by the planning department prior to the time of adoption. All other private drives shall:
 - (1) Serve no more than ten lots or dwellings;
 - (2) Have a minimum road right-of-way of 50 feet, or an appropriately executed private roadway easement as defined by these regulations;
 - (3) Have an appropriate encroachment permit from either the county or the South Carolina Department of Transportation;
 - (4) Have a minimum driving surface width of 20 feet constructed of no less than five inches of compacted crushed stone or gravel base; a minimum height clearance of 13½ feet; and appropriate documentation from a professional engineer licensed by the State of South Carolina certifying the maximum weight limit of any bridge or culvert located along the drive. All bridges and any culvert over which a private drive crosses a perennial stream must include appropriate signage (located at each end of the bridge) displaying the structure's weight limits;

- (5) Be maintained by an individual, association of property owners, or commonly held by the property owners fronting the private drive;
 - (6) Comply with all current fire regulations and codes;
 - (7) Shall serve no more than ten dwellings, and shall connect to another road, either public or private, on one end only. In the event proposed construction and/or development will result in an existing private drive serving 11 or more dwellings, the existing drive shall be upgraded so as to meet the standards put forth in these regulations for private roads;
 - (8) Parcel boundaries may extend to centerline of the road, with the appropriate road right-of-way shown on all plats and deeds;
 - (9) Be named in accordance with adopted E-911 Addressing regulations and procedures;
 - (10) Allow at least 100 feet of sight distance for each ten miles per hour of the posted speed limit where the private drive intersects a public road. The sight distance shall be measured from a seeing height of 3½, offset 15 feet from edge of road, to an object 4¼ feet in height above the grade of the public road, as stated in SCDOT's 1996 Access and Roadside Management Manual. If the proposed drive does not meet the sight distance requirement, a waiver must be signed by the individual(s) constructing the private drive stating that the property owner(s) is liable and responsible for any accidents, injuries, problems, and property damage resulting from improper sight distance;
 - (11) Meet all applicable stormwater management and sediment control regulations;
 - (12) Be approved in writing by planning commission or designated staff prior to submission of plat(s) to the Register of Deeds for recording. The following shall be prominently printed on the plat(s):
"THE ROAD RIGHT-OF-WAY SHOWN ON THIS PLAT SHALL BE PRIVATE DRIVES NOT OWNED, MAINTAINED OR SUPERVISED BY OCONEE COUNTY, AND WERE NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY OCONEE COUNTY. ROAD RIGHT-OF-WAYS SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY OCONEE COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED IN ACCORDANCE WITH ALL ADOPTED OCONEE COUNTY REGULATIONS. MAINTENANCE OF THE RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF _____."
 - (13) Signage shall comply with the manual for uniform traffic control devices.
- (c) Private roads. Private roads shall provide vehicular access and road frontage to developments, or sections of developments, containing more than ten dwellings. All private, nondedicated roads shall be prominently indicated as such on plats prior to subdivision approval. Maintenance arrangements for such roads must be noted in writing on subdivision plat submittals and must be subsequently recorded. The development served by a private road shall have direct access into a public road, and no such private road shall be laid out so as to serve property outside the development. All private roads shall:
- (1) Serve a minimum of 11 lots;
 - (2) Have a minimum road right-of-way width of 50 feet;

- (3) Be designed in accordance with the regulations set forth in Section 26-3(e) of these regulations;
- (4) Be constructed in accordance with the regulations set forth in section 26-3(f) of these regulations;
- (5) Be maintained by an association of property owners or the developer and be designated on all plats and recorded in appropriate deed covenants and restrictions, or an appropriately executed private roadway easement as defined by these regulations;
- (6) Parcel boundaries may extend to the centerline of the road, with the appropriate right-of-way designated on all plats and deeds;
- (7) Be legally certified for compliance by a surveyor/engineer licensed by the State of South Carolina;
- (8) Be named in accordance with adopted E-911 Addressing regulations;
- (9) Meet all stormwater management and sediment control regulations;
- (10) Be properly approved in writing by planning director prior to submission of plat(s) to the Register of Deeds for recording. The following shall be prominently printed on the plat(s):
"THE ROAD RIGHT-OF-WAY SHOWN ON THIS PLAT SHALL BE PRIVATE ROADS, NOT OWNED, MAINTAINED OR SUPERVISED BY OCONEE COUNTY AND NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY OCONEE COUNTY. ROAD RIGHT-OF-WAY SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY OCONEE COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED IN ACCORDANCE WITH ALL OCONEE COUNTY REGULATIONS. MAINTENANCE OF THE RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE _____."
- (11) Have installed signs that control the traffic flow in a safe manner as specified by standards in the Manual for Uniform Traffic Control Devices.

With the exception of the requirements put forth in this section, all private roads shall meet the requirements for all public roads as defined by this article.

B. Section 26-7(e) of the County Code is hereby amended to read as follows:

(e) *Encroachment.*

(1) All persons desiring to excavate within, encroach upon, or in any way alter a county maintained road and/or right-of-way, shall notify the county engineer and submit to the county road department an application for an encroachment permit, together with the required fees and security as determined and established periodically by county council. Notice will be given by the applicant to the County at least 48 hours prior to initiating such work, and only after receiving an approved permit from the county. A schedule of required fees and securities shall be available for review from the county road department. No person may excavate within, encroach upon, or in any way alter a county maintained road or right-of-way without the written approval, in advance, by approved permit, of the county engineer. In determining whether to approve any

such request, and issue a permit, the county engineer will consider all factors, including the needs of the applicant, as well as the needs of the county, including, without limitation, good engineering standards, the need to maintain county rights-of-way and keep them open, the convenience of the traveling public, the applicant's compliance with previous permits, including temporary permits, and policies of the County, and other similar professional considerations, including, without limitation, the provisions of the encroachment permit policy (Encroachment Permit Policy) which is maintained by the Oconee County Road and Bridges Department and approved by County Council from time to time and is included herein by reference. The county engineer may impose restrictions on any granted approval and permit under this section, consistent with such professional considerations; including, without limitation, up to and including temporary suspension or permanent revocation of such permit, for failure to comply with the permit terms or these policies.

Oconee County Council shall, from time to time, approve the County's Encroachment Permit Policy, including, without limitation, the policy itself, as well as the Encroachment Permit Application Form, and the schedule of fees for the application of the policy. The initial Encroachment Permit Policy, Encroachment Permit Application Form, and Fee Schedule are attached as exhibits to this Ordinance, and are hereby approved. The County, acting by and through the County Council, may revise the policy, application form, or fees, as it desires, in the future by simple resolution of County Council, and may include the fees schedule in the schedule of departmental fees that is contained in a proviso in the annual County Budget Ordinance.

(2) Upon completing the permitted activity, the applicant shall restore the county maintained road and/or right-of-way to its original condition (except for any permanent alteration approved by county permit, and through a county-granted right-of-way or easement), insuring that all repairs conform to the requirements contained in the SCDOT standard specifications for highway construction and the Encroachment Permit Policy. Eighteen months after the permitted activity is satisfactorily completed, the security shall be returned to the applicant provided the county engineer, upon final inspection, approves the repair. If the county engineer deems the repair to be unacceptable, the security shall be retained by the county and used to properly repair and restore the road and/or right-of-way to its original condition. Once the road and/or right-of-way has been properly repaired, any excess security will be returned to the applicant, it being understood that, in one form or another, all costs of encroachment upon, or any alteration of a county maintained road or right-of-way shall be borne by the applicant.

(3) Driveway aprons and mailbox turnouts abutting county maintained roads are encroachments, subject to the provisions of this section, and will be the responsibility of the property owner, as to

construction and maintenance, subject to the provisions of Section 26-7(b), and subject to the caveat that if the county constructs or manages a road project, driveway aprons and mailbox turnouts may be part of the project, subject to the terms of such Section 26-7(b).

(4) Violation of the Encroachment Permit Policy is a violation of this Code and is punishable by civil fine of \$500/day/violation. Each and every day of a continuing violation shall be deemed a new and separate offense. Failure to pay any civil fine levied hereunder shall constitute a violation of this Code and shall be punished in accordance with Section 1-7, hereof.

3. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

5. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2013.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Joel Thrift,
Chairman, Oconee County Council

First Reading: June 4, 2013
Second Reading:
Public Hearing:
Third Reading:

OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT ENCROACHMENT PERMIT POLICY

I. GENERALLY

1.1 It shall be unlawful for any utility, business, entity or individual to excavate within, encroach upon, or in any other way alter a County-maintained road, easement or right-of-way, except in accordance with Oconee County Code of Ordinances Section 26-7 (the "Section") and these policies.

1.2 Any utility, business, entity or individual desiring to excavate within, encroach upon, or in any other way alter a County-maintained road, easement or right-of-way shall notify the Oconee County Roads and Bridges Department – Engineering Department ("Engineering Department") of the proposed activity by submitting an application for an Encroachment Permit ("Permit"). A Permit ensures that all activities will be performed in accordance with applicable design and construction standards, that anyone working within the County maintained road, easement or right-of-way shall have sufficient insurance necessary to safeguard the public interest, that facilities will be properly located within the right-of-way to prevent obstruction of and damage to existing facilities and public and private property, and that any activity will be performed in accordance with applicable Federal, State and local law and these policies.

1.3 A copy of an issued Permit shall be maintained by the applicant/permittee and kept at the work site at all times during the permitted activity, except for Annual Blanket Permit holders, which are only required to notify the Engineering Department of work recently performed. Failure to obtain a Permit or failure to comply with the terms of a Permit shall result in a civil penalty of \$500/day. Failure to comply with and honor a civil penalty shall constitute a violation of the Code and shall be punishable pursuant to Section 1-7 of this Code. Upon issuance of a civil penalty, all activity at the work site must immediately stop until the penalty has been paid in full and a Permit has been issued, or the applicant/permittee complies with the terms of the existing Permit. Failure to stop the activity at the work site after issuance of a civil penalty constitutes a separate offense under the Code.

1.4 If a bond is required by the Code or hereunder, a surety bond, cash bond, or Irrevocable Letter of Credit from an accredited lending institution must be posted with Oconee County prior to issuance of the permit and will be held for a period of 18 months after all repairs or excavation have been completed. The cash/bond is refundable after such 18 months period, upon a final inspection to ensure work is completed to the satisfaction of the county.

II. ENCROACHMENT PERMITS ("PERMITS")

2.1 Permits must be obtained at least forty-eight (48) hours prior to initiating any activity within any County-maintained road, easement or right-of-way. Permit application forms and a schedule of required fees and security, as amended periodically by County Council, shall be available for review upon request from the Oconee County Roads and Bridges Engineering Department, located at 15022 Wells Highway, Seneca SC (864-886-1072). The initial permit application forms and schedule of fees, as approved by County Council, is attached hereto, and hereby incorporated herein by reference.

2.2 The applicant/permittee should be familiar with the proposed activity within the County-maintained road, right-of-way, or easement, or secure the assistance of a qualified contractor to represent the applicant/permittee, and should be prepared to discuss the proposed activity with the Engineering Department at the time of application. The applicant/permittee shall be required to submit a sketch or drawing with each Permit application. Depending upon the complexity of the proposed activity, in the sole determination of the County engineer, three sets of detailed engineering plans may be required to provide sufficient information regarding the horizontal and vertical placement of the proposed facilities, such as the area of placement, proximity to existing facilities, safety measures needed to safeguard the public, and methods of protection of public and private facilities from damage during and after construction.

2.3 Except as noted below, licensed, insured, and bonded contractors or utility companies shall be required to perform all activities within the County-maintained road, right-of-way, or easement. The issuance of Permits to individuals shall be restricted to situations where the nature of the encroachment is such that a licensed, insured, and bonded contractor is not required to ensure and protect the integrity of the roadway and the safety of the public, and to situations involving the installation of driveways (where the use of licensed, insured, and bonded contractors may be required, but the Permit will nevertheless be issued to individual

owners of property involved). However, permits shall not be issued to individuals without the use of a licensed, insured, and bonded contractor if the proposed activity requires compaction of fill, erosion protection measures, or other activities that would place at risk the integrity and stability of the County-maintained road right-of-way, in any event.

2.4 A contractor or utility company acting as an authorized agent for an applicant/permittee may secure a Permit, upon sufficient proof of such Agency, or authority. However, by signing the application, the agent as well as the applicant/permittee accepts all responsibility for all activity associated with the Permit and both must sign the application.

2.5 Permits shall be valid for a period of time not to exceed ninety (90) days from the date of issuance, unless pre-approved for a longer period of time by the Engineering Department. A Permit may be extended for an additional reasonable period of time, upon good cause shown, as determined by the Engineering Department. Applicants/Permittees or their agents working under an expired Permit shall be subject to the same penalties as an individual or entity working without or failing to comply with the terms of a Permit.

2.6 The applicant/permittee ("applicant" becomes "permittee" upon approval of permit), or any agent or employee of the applicant/permittee, shall obtain all necessary information related to the existence and location of all existing surface and underground facilities. To the fullest extent of the law, the applicant/permittee shall hold harmless and indemnify the County, its successors and assigns, officers, council members, agents and employees from and against any and all claims, losses, expenses (including reasonable attorney's fees), demands or judgments which result from or arise out of damage to other facilities and/or adjacent private property while working in the County-maintained road, right-of-way, or easement.

2.7 Upon completion of the permitted activity, the applicant/permittee shall restore the County maintained road, right-of-way, or easement to its original condition, pre-construction, ensuring that all repairs conform to the requirements contained in the current edition of the SCDOT Standard Specifications for Highway Construction Manual, the permit, these policies, and the Code. Eighteen months after completion of the permitted activity, security funds held by the County, if any, shall be returned to the applicant/permittee, provided the County Engineer or County Inspector, upon final inspection, approves the repair. If the County Engineer deems the repair to be unacceptable, the County Engineer or County Inspector shall notify the applicant/permittee of the unacceptable nature of the repair and provide the applicant thirty (30) days to correct such deficiency before permanently retaining the security to properly repair and restore the County-maintained road, right-of-way, or easement to its original condition. Once the County-maintained road, right-of-way, or easement has been properly repaired, excess security funds held by the County, if any, shall be returned to the applicant/permittee. The Engineering Department reserves the right to correct or have problems corrected in the case of any encroachment on a county road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervisory, and administrative) to the applicant/permittee or its security deposit.

2.8 The Engineering Department may refuse to issue a Permit if any monies are due and outstanding from the applicant/permittee or for inadequate past performance on the part of that applicant/permittee that was not corrected after notice from the County.

2.9 For Homeowner or Commercial driveway, or Driveway Culverts and Aprons abutting any County road, right-of-way, or easement, any driveway must have an approved encroachment permit from the county before any work takes place. There is an inspection fee that is for one pre-work inspection and one final inspection. If the owner has not properly identified the location at the time of the first inspection, there will be an additional fee for a return pre-work inspection. All driveway aprons along county maintained roads, installed by Oconee County, shall be billed to the owner at 2.5 times the cost of the materials, in accordance with the Code. Any relocation of utilities, landscaping or other appurtenances shall be the responsibility of the property owner and the respective utility company.

2.10 All fees hereunder are to be paid at the Oconee County Roads and Bridges Department, 15022 Wells Highway, Seneca SC 29678. Phone 864-886-1072

III. MISCELLANEOUS

3.1 All permitted activity in the County-maintained road, right-of-way, or easement shall be performed in accordance with appropriate Federal, State, and local standards, the permit, these policies, and the Code.

3.2 All permitted activity hereunder shall be performed to the satisfaction of the County Engineer or County Inspector or designee. Permits may not be issued or shall be revoked for activity that is not performed in

accordance with sound engineering and construction principles or otherwise in compliance with law, all as determined by the Engineering Department.

3.3 Except in emergency circumstances, all activity in the public roads, right-of-way, or easements shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.

3.4 Except in the event of an emergency, the Engineering Department shall be notified at least forty-eight (48) hours in advance of the start of the activity. Should the County Engineer or County Inspector find work in progress prior to notification by the applicant/permittee and/or the Permit is not posted onsite during construction, work will be stopped until all permit and regulatory requirements have been met.

3.5 As required by law the applicant/permittee must contact the Palmetto Utility Protection Service (PUPS) at 1-888-721-7877 at least three (3) business days before any type of excavation activity commences. The PUPS number must be noted on the Permit.

3.6 All activities within the County-maintained road, right-of-way, or easement shall be conducted in a manner that causes minimal inconvenience to adjacent property owners and the traveling public. Reasonable access to driveways, houses, and buildings adjacent to the site shall be maintained at all times unless previously arranged in writing with the affected party. Any temporary approaches to crossings or intersecting highways shall be pre-approved by the Engineering Department and kept in good condition. All business establishments or homes within 300 feet of the site shall be notified by applicant/permittee or agent at least twenty-four (24) hours in advance of any activity and shall have access during construction at all times. Any trees, shrubbery, or landscaping damaged by the applicant/permittee during the activity shall be replaced as directed by the County Engineer or County Inspector if owned by the County or by the owner if on private property.

3.7 No debris, spoils, or stockpiling of materials shall be allowed unless specifically authorized in a Permit. Under no circumstances shall material stockpiles be left in the street or on shoulders of the County-maintained road, right-of-way, or easement overnight.

3.8 Excavations shall be limited to a maximum of one thousand linear feet (1000') of open trench before backfill operations must begin. If any excavation cannot be backfilled immediately, the applicant/permittee shall securely and adequately cover the excavation and maintain proper barricades, and lights as required, from the time of the opening of the excavation until the excavation is surfaced and opened for travel. The County Engineer or County Inspector may require additional barricading to maintain public safety.

3.9 All concrete forms shall be inspected for consistency with the applicable permit and these regulations by the County Engineer or County Inspector twenty-four (24) hours prior to pouring.

3.10 Traffic controls within any Permit site shall conform to the Manual of Uniform Traffic Control Devices (MUTCD), Latest Edition.

3.11 If it should ever become necessary to move or relocate a facility permitted hereunder, or any part thereof, on account of change in location of the roadway, widening of the roadway, or for any other sufficient reason, such moving or relocation shall be done, on reasonable demand of the Engineering Department, at the sole expense of the owner of the facility. If and when the facility contemplated herein shall be moved or relocated, either on the reasonable demand of the Engineering Department or at the option of the owner, all work in connection with the construction, maintenance, moving or relocation of the facility contemplated herein shall be done by and at the expense of the owner, and the roadway and facilities shall be restored to their original condition at the expense of the owner. An additional encroachment permit shall be required for any relocation of such facilities, but the County Engineer may waive otherwise applicable fees if such relocation is at County request.

3.12 If significant damage to the asphalt surface of a County-maintained public road occurs or is anticipated to occur as a result of a permitted activity, the County Engineer or County Inspector has the right, as a condition of the Permit, to require the applicant/permittee to resurface, not spot repair the entire affected road surface within or adjacent to the permitted site. A separate bond in the amount of 125 percent (125%) of the contract cost of resurfacing shall be posted prior to construction.

3.13 In the event of an emergency, an individual or entity may act without a permit, but shall notify the County Engineer or County Inspector within twenty four (24) hours of the emergency response, or as soon thereafter as reasonably practicable. The individual or entity shall then obtain a Permit from the Engineering Department within forty-eight (48) hours of the emergency response or will be subject to a civil penalty not to exceed \$500. Failure to comply with and honor a civil penalty shall constitute a violation of this Code and such violation shall be punishable in accordance with Section 1-7 of this Code. If the County will not issue a permit for such work, all work performed must be removed and the site returned to the pre-work conditions

within thirty (30) days after notice from the County that a permit will not be issued. Failure to do so constitutes a violation of these policies and will be handled in the same manner as performing work without a permit, and shall result in the same penalty(ies). The Engineering Department reserves the right to correct or have problems corrected in the case of any improper encroachment (those violating the terms of Chapter 26 of the Code or this policy or an encroachment permit) on a county road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervisory, reasonable attorney fees and administrative) to the violator.

3.14 Activities typically considered illegal and prohibited from encroachment permit approval within the County road easement and/or road right-of-way may include, but are not limited to the following:

- Unsafe or poorly maintained driveway aprons. Such improper aprons may be removed by the County.
- Concrete driveways, aprons and sidewalks.
- Planting of trees and shrubs and other landscaping including fencing, walls, lighting, plantings, and irrigation.
- Landscaped islands and/or medians.
- Privately owned utility (water, sewer, communication, etc.), except for bores crossing the road at 90 degrees.
- Speed bumps/humps.
- Basketball goals (portable or otherwise).
- Unauthorized road markings, paintings, or signage.
- Direct discharge of stormwater on to road surface.

3.15 For the purpose of this Policy and the Encroachment Permit Application Form, the following terms are defined.

Applicant. The person or authorized agent that has the clear, legal responsibility to abide by the conditions and provisions of an approved application.

Authorized Agent. An Authorized Agent is someone for whom clear, legal authority to act on applicant's behalf has been given and is available for review.

Permittee. The applicant shall become the permittee upon County approval of Encroachment Permit Application Form and payment of necessary fees and bonds.

Property Owner. The property owner of record that is immediately adjacent to or contained within the County road right-of-way or easement in which an encroachment is desired.

Public Utility. A public utility is municipal or privately owned and operated business in whose services are essential to the general public (examples include but are not limited to sanitary sewer, electricity, stormwater, drinking water, communication, and natural gas).

IV. PUBLIC UTILITY ANNUAL BLANKET PERMITS

4.1 Public utility companies may apply for an Annual Blanket Permit with the Engineering Department, allowing an unlimited number of permits for all **activities that do not disturb the road surface** of a County-maintained public road. However, public utility companies shall provide the Engineering Department a weekly report detailing activities performed such as the location of the activity and the type of work performed. Plans are not required for routine maintenance and service connections. It is the intention of this Annual Blanket Permit to cover emergency repairs, routine maintenance, and service connections that do not involve disturbing the road surface.

4.2 Public utility companies that do not desire to apply for an Annual Blanket Permit shall apply for a separate permit for each activity within a County-maintained road right-of-way together with applicable fees and/or security.

4.3 Regardless of whether a utility company has obtained an Annual Blanket Permit, separate Permits are required for new or replacement line installations, new or relocated service poles, and any activity disturbing the asphalt surface of a County maintained public road.

4.4 Annual Blanket Permits are valid from July 1 until June 30 (the County's fiscal year). No prorated fees are accepted.

V. FEE SCHEDULE

5.1 Permit Fees

General Permit Fee: \$60.00

Permit Extension Fee: \$10.00

Blanket Permit Fee: \$1,000.00

Re-inspection Fee: \$60.00

Pavement Removed: \$250.00 Permit Fee + \$10.00/sf of pavement removed

Longitudinal Work in R/W: General Permit Fee + \$0.10/linear foot

5.2 Required Bonds

Pavement Cut, Pavement Removed: Permit Fee x 10

Longitudinal Work in R/W: Longitudinal Work Permit Fee x 50

Bonds may be in the form of a Surety Bond, Cash Bond or Irrevocable Letter of Credit. Bond will be waived for an adjacent homeowner who is doing less than 100 linear feet of work or at the discretion of the County Engineer.

VI. APPLICATION FORM (Attached)

OCONEE COUNTY ROADS AND BRIDGES

ENCROACHMENT PERMIT APPLICATION

FEES	<u>Permit fees (non-refundable)</u>	<u>Bonds (if required)</u>	<u>Permit Conditions</u>
(Residential / Commercial	\$60.00	(Road Cut	(Traffic Control (see 3 on back)
(D/W Installation Requested	2.5 x Materials	Pavement Cut Permit	
(Pavement Cut Fee- Contractor Only	\$250.00 +\$10.00 /sf	Fee x 10 = _____	(Commercial / Utility (must provide 3 sets of Engineering Drawings)
(Permit Extension	\$10.00		
(Re-Inspection Fee	\$60.00	(New Installation	(Residential (drawing or sketch)
(Longitudinal work in ROW	\$60.00 +\$0.10 / lf	Longitudinal Permit	
(Bore Beneath Pavement	\$60.00 +\$0.10 / lf	Fee x 50 = _____	

OCONEE COUNTY Roads and Bridges Department Approval

In compliance with your request and subject to all provisions, terms, conditions and restrictions stated in the application, general provisions on the reverse hereof, and special provisions below or attached hereto, the OCR&B approves the request. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:

Date: _____

SPECIAL PROVISIONS: _____

Permit Specialist Review and Verification of Completeness of Form and Compliance of Encroachment Permit Policy.

Approval
Signature: _____

Date: _____

Manager/ Engineer: _____

Date: _____

FOR COUNTY INSPECTOR'S USE ONLY	DATE	ACCEPT	ADDITIONAL INSPECTOR COMMENTS:
Application Received			
Initial Inspection			
Pre-Construction Inspection			
In-Progress Inspection			
Final Inspection			
Additional Inspections			

GENERAL PROVISIONS

- NOTICE PRIOR TO STARTING WORK:** Before starting the work within the limits of the roadway right-of-way, the Oconee County Roads and Bridges Department shall be notified 48 hours in advance so that we may be present with the work underway and this permit is subject to further restrictions.
- 2. PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the County or law enforcement officer.
- 3. PROTECTION OF ROADWAY TRAFFIC:** Adequate provisions shall be made for the protection of the roadway traffic at all times. Necessary detours, barricades, warning signs and flagmen shall be provided by and at the expense of the Permittee and shall be in accordance with the MUTCD, Latest Edition. No road will be blocked except for emergency situations. No county road closure shall be made without Oconee County Roads and Bridges Department approval and proper community notification. The work shall be planned and carried out so that there will be the least possible interference to the roadway traffic. The Permittee agrees to observe all rules and regulations of the SCDOT and Oconee County while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
- 4. STANDARDS OF CONSTRUCTION:** All work shall conform to recognized standards of construction and shall be performed in a workmanlike manner. Adequate provisions shall be made for maintaining the proper drainage of the roadway. All work shall be subject to the supervision and satisfaction of the Oconee County Roads and Bridges Department.
- 5. FUTURE MOVING OF PHYSICAL APPURTENANCES:** If, in the opinion of the Oconee County Roads and Bridges Department, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the roadway, widening of the roadway, or for any other sufficient reason, such moving or removing shall be done on reasonable demand of the Roads and Bridges Department at the expense of the Permittee.
- 6. RESTORATION OF ROADWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES:** If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Roads and Bridges Department or at the option of the Permittee, the roadway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
- 7. COSTS:** All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
- 8. Definitions of important terms are included in Section 26-7 of the Oconee County Code of Ordinances and are incorporated herein by reference.**
- 9. PERMISSION OF ADJUTING PROPERTY OWNERS:** It is a fact that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights necessary from said abutting property owners.
- 10. WORK PERFORMANCE:**
- (a) Utility Poles shall be placed at the clearance from the centerline of the roadway as specifically stipulated herein and in the permit.
 - (b) All crossings over the roadway shall be constructed in accordance with Specifications for Overhead Crossings of Light and Power Transmission Lines and Telephone and Telegraph Lines over each other and over Highway Rights-of-Way in South Carolina, as approved by the Public Service Commission of South Carolina and effective as of date of this permit.
 - (c) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underground through the pavements on any surfaced road without disturbing said pavement. The section under the roadway pavement and within a distance of two (2) feet on either side shall be continuous without joints.
 - (d) No pavement shall be cut unless specifically authorized herein.
 - (e) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein, nor shall be left open overnight without proper barricades and lights. Excavations shall be limited to a maximum one thousand (1000) linear feet of open trench before backfill operations must begin.
 - (f) Underground facilities shall be at minimum depths as defined in the Utility Accommodations Manual for the transitant, as follows:
 - (1) Bury under pavement - 4 feet minimum for hazardous or dangerous transitant - 3 feet minimum for other lines.
 - (2) Bury under other surfaces - 30 inches minimum for power and communication lines and 3 feet for all other facilities. Shallower depths may be approved in writing prior to installation if adequate protection is provided.
 - (g) Work shall be performed in accordance with the SCDOT's Latest Editions of "A Policy for Accommodating Utilities on Highway Rights-of-Way", and "Standard Specifications for Highway Construction".
- 11. The Permittee shall be responsible for obtaining any other approvals or permits necessary or proper for installation.**
- 12. Permittee is responsible for maintaining reasonable access to private driveways during construction.**
- 13. If a driveway apron adjoining a county road is cut or damaged during the process of installing utilities, it is the responsibility of the Permittee to replace such entire apron.**
- 14. There shall be no encroachment of set-backs of any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of the Roads and Bridges Department after an opportunity to be heard is given the owner of such line or appurtenant facility.**
- 15. LICENSED CONTRACTOR REQUIRED:** Licensed and bonded contractor/subcontractors or utility companies shall be required to perform all work within the county right-of-way unless expressly waived by the Roads and Bridges Department.
- 16. SONDING OF WORK:** If a bond is required, a surety bond, cash bond, or irrevocable Letter of Credit from an accredited lending institution must be posted prior to issuance of the permit and all to be held for a period of 18 months after all repairs have been completed. The cash bond is refundable after such 18 month's waiting period, upon a final inspection to ensure work is completed to the satisfaction of the county.
- 17. Oconee County Roads and Bridges Department may revoke, amend, change, amend, modify, or terminate this permit or any of the conditions herein enumerated if Permittee fails to comply with any or all of its provision, requirements and regulations as herein set forth.**
- 18. Except in emergency circumstances, all activity in the public right-of-way shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.**
- 19. In accepting this permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor shall be at the sole expense of the Permittee.**
- 20. LIABILITY:** Applicant Permittee assumes the sole responsibility for the safety and protection of the permittee and of employees and other persons and assumes liability for any injury or damage occurring on account of the performance of work under this encroachment permit, whether due to negligence, fault or default of Applicant Permittee or not. Such liability of Applicant Permittee under this encroachment permit is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, servants or employees, and neither the approval by the engineers or the chief engineer of the methods of doing the work nor the failure of the engineers or the chief engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the engineers or the chief engineer to direct the Applicant Permittee to take any particular precautions or to refrain from doing any particular thing shall excuse the Applicant Permittee in case of any such injury to person or damage to property.
- 21. INDEMNITY AGAINST LIABILITY:** Applicant Permittee shall indemnify Oconee County, its agents, officials and employees against all injuries, deaths, loss, damages, claims, patent claims suits, liabilities, judgments, costs and expenses that may in any way occur against Oconee County in that the act was caused through negligence or omission of the Applicant Permittee or Applicant Permittee's employees or the subcontractor or subcontractor's employees, if any, and the Applicant Permittee shall, at Applicant Permittee's own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with that activity, and if any judgment shall be rendered against Oconee County in any such action, the Applicant Permittee shall, at Applicant Permittee's own expense, satisfy and discharge that judgment. Applicant Permittee expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by Applicant Permittee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Oconee County as here provided. Insurance coverage specified herein constitutes the minimum requirements and requirements shall in no way lessen limit the liability of Applicant Permittee. Applicant Permittee shall procure and maintain, at his own cost and expense, any additional lines and amounts of insurance, which, in his own judgment, may be necessary for his property protection in the protection of the work.
- 22. REVOCATION:** Oconee County reserves the right, at any time, to cancel the permit should the Applicant Permittee fail to comply with the terms and conditions under which it was granted. The County reserves the right, at any time, to cancel the permit should the Applicant Permittee fail to comply with the terms and conditions under which it was granted.
- 23. Sections 1-22 above represent a sub-set of the official Oconee County Roads and Bridges Department Encroachment Permit Policy that is included in Oconee County Code of Ordinances, Section 26.**

Initials of Applicant

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 4, 2013

ITEM TITLE:

Procurement #: RFP 12-13 Title: Financial Auditing Services Department(s): Administrative Services Amount: \$49,900.00

FINANCIAL IMPACT:



MULTI-TERM CONTRACTS: Term length: One Year with Four One-Year Renewals = Total Five Years
Requesting authorization for Administrator to renew agreements through contract term: Yes No

Finance Approval: Mark H. Pulliam

BACKGROUND DESCRIPTION:

This Request for Proposal was issued to select a firm of Independent Certified Public Accountants to provide auditing and consulting services to Oconee County beginning with the audit of the 2012-2013 fiscal year. Under South Carolina law, Oconee County must provide for an independent annual audit of all financial records and transactions of the County to be made by a Certified Public Accountant (or firm of such accountants) which has no personal interest, direct or indirect, in the fiscal affairs of the County or its officers.

On April 24, 2013, formal sealed proposals were opened. Nineteen firms were originally notified of this opportunity and nine firms submitted proposals. Evaluation Criteria included: Qualifications, Capabilities of the Firm and Individuals Within the Firm (30%), Experience and References (30%), Project Description and Schedule (25%) and Compensation (15%). An evaluation committee consisting of Mark Pulliam, Director of Administrative Services, Sally Lowery, Accounting Manager, Glenn Breed, Assistant County Administrator, Gregory Nowell, County Treasurer and Scott Orr, Operations Analyst for the Oconee County School District unanimously voted to recommend Mauldin & Jenkins, LLC, of Atlanta, GA, for this award.

ATTACHMENT(S):

1. Summary Score Sheet

STAFF RECOMMENDATION:

Staff recommends award of RFP 12-13, Financial Auditing Services to Mauldin & Jenkins, LLC, of Atlanta, GA, for the annual amount of \$49,900.00 for the first year. Future fiscal years are estimated as follows: FY ending 2014 - \$49,900; FY ending 2015 - \$49,900; FY ending 2016 - \$51,500; FY ending 2017 - \$52,000; for a total award over five years of \$253,200.00. Staff also recommends that the County Administrator is authorized to renew this contract for an additional four years, as long as the amount does not exceed the annual amount budgeted for this service.

Submitted or Prepared By: Robyn Courtwright
Robyn Courtwright, Procurement Director

Approved for Submittal to Council:

T. Scott Moulder
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

ROUND 1 - PROPOSALS SUBMITTED FOR RFP 12-13

Bidder	Baird & Co.	Cherry, Bakaert & Holland	Elliott Davis	Greene Finney & Horton	Hobbs Group	Mauldin & Jenkins	McAbee Talbert & Halliday	Thompson Price Scott Adams	Webster Rogers
Location	Augusta, GA	Spartanburg, SC	Greenwood, SC	Mauldin, SC	Columbia, SC	Atlanta, GA	Atlanta, GA	Whiteville, NC	Charleston, SC
Total Score	1822.50	1986.25	1877.50	2228.25	1885	2377.50	1497.50	1773.75	2165
RANKING	7	4	6	2	5	1	9	8	3

ROUND 2-INTERVIEWS

Bidder	Greene Finney & Horton	Mauldin & Jenkins	Webster Rogers
Location	Mauldin, SC	Atlanta, GA	Charleston, SC
OVERALL RANKING	2	1	3

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 4, 2013

ITEM TITLE:

Title: **Keowee Falls Substation**

Department(s): **Emergency Services**

Amount: **\$ 219,662.83**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2012/2013 budget process.

Finance Approval: _____

BACKGROUND DESCRIPTION:

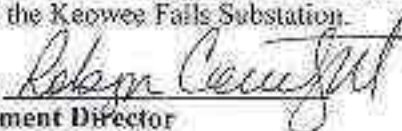
Under the County Administrator's Fire Plan, the construction of two substations is included for Fiscal Year 2012-2013. The Administrator's Office determined the locations for these two substations would be Keowee Falls and Cherokee Lake. Under the On Call Design Build, RFP #11-23, Procurement requested proposals from the four (4) approved Design Build Contractors. Joel Davis Construction of Westminster, SC, provided the lowest proposal. County staff met with Joel Davis during the Design Development and Schematic Phases to review a variety of cost saving ideas and different ways to meet the minimum requirements of each substation. The County is still working on the details for the Cherokee Lake Substation and will present it to County Council once plans are finalized.

ATTACHMENT(S):

Design Build Contract Amendment No.1 with exhibit A

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of \$ 219,662.83 (includes \$2,693.21 owner contingency) to Joel Davis Construction of Westminster, SC to construct the Keowee Falls Substation.

Submitted or Prepared By: 
Robyn Courtright, Procurement Director

Approved for Submittal to Council:


T. Scott Maulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Keowee Falls Substation

	Hogan Construction Group		J. Davis Construction		Roebuck Buildings		Trebel Corporation	
	Cliffs	Pickett Post	Cliffs	Pickett Post	Cliffs	Pickett Post	Cliffs	Pickett Post
Qualifications	On file with RFP 11-23		On file with RFP 11-23		On file with RFP 11-23		On file with RFP 11-23	
Schematic Drawings Fee	\$4,000.00	\$4,000.00	\$200.00	\$200.00	\$2,250.00	\$2,250.00	\$1,000.00	\$0.00
Design Development Fee	\$4,000.00	\$4,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$1,000.00	\$500.00
Costruction Drawing Fee	\$11,750.00	\$11,750.00	2.90%	2.90%	3.00%	3.00%	\$6,000.00	\$5,000.00
Contractor's Profit mark up	6.00%	6.00%	5.00%	5.00%	8.00%	8.00%	6.00%	6.00%
If building cost is 150000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Schematic Drawing	\$4,000.00	\$4,000.00	\$200.00	\$200.00	\$2,250.00	\$2,250.00	\$1,000.00	\$0.00
Design Development	\$4,000.00	\$4,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$1,000.00	\$500.00
Construction Drawings	\$11,750.00	\$11,750.00	\$4,350.00	\$4,350.00	\$4,500.00	\$4,500.00	\$6,000.00	\$5,000.00
Contractor's Profit mark up	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	\$9,000.00	\$9,000.00
	\$178,750.00	\$178,750.00	\$162,550.00	\$162,550.00	\$171,750.00	\$171,750.00	\$167,000.00	\$164,500.00
Cost for Both Buildings	\$357,500.00		\$325,100.00		\$343,500.00		\$331,500.00	

FYI: In the beginning we were calling these two substations Cliffs and Picket Post....now the name has changed to Keowee Falls and Cherokee Lake.

AMENDMENT NO. 1 TO CONSENSUSDOCS 410

STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER

**(Where the Basis of Payment is the Cost of the Work Plus a Fee with a
Guaranteed Maximum Price)**

Pursuant to Section 3.2 of the Agreement dated Aug. 28, 2012, between the Owner, Oconee County, and the Design-Builder, J. Davis Construction, Inc., for Keowee Falls Substation (the Project), the Owner and the Design-Builder desire to establish a Guaranteed Maximum Price (GMP) for the Work. Therefore, the Owner and the Design-Builder agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Design-Builder's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Design-Builder's Fee as set forth in Section 7.3, is Two hundred nineteen thousand six hundred sixty-two and eighty-three Dollars (\$219,662.83), which includes \$2,693.21 owners contingency.

The GMP is for the performance of the Work in accordance with the documents listed below, which are part of the Agreement.

Exhibit A Scope of Work

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is (6 months) Dec. 02, 2012.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: or within thirty (30) days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of June 5, 2013.

ATTEST: _____

OWNER: Oconee County

BY: _____

Print Name: Joel Thrift Print Title: County Council Chairman



ATTEST: _____

DESIGN-BUILDER: J. Davis Construction, Inc.

BY: _____

PRINT NAME: Joel Davis

PRINT TITLE: President

END OF DOCUMENT.





Design Build Contractor

12245 S. Hwy 11
Westminster, SC 29693
joeldavis@jcdavisinc.com

Exhibit A

Keowee Falls Sub Station

Division 1 General Requirements:

We assume the County will waive any and all permit or plan review fees.
Architectural, Structural, Mechanical, Electrical, and Plumbing Drawings included necessary to obtain
Oconee County Building Permit
Job Site Clean Up Fees
Project Management and Supervisor
Temporary Power, water, dumpster, and facilities
¾" Water Tap paid to Salem Water

Division 2 Site Work:

Site work per Draft Civil Drawing
Construction Staking
Construction Entrance
Silt Fence installed
Clearing and Grubbing (Assumes we can stockpile debris on adjoining property)
Equipment to Rough and Fine Grade
GRAVEL base all of parking lot AND access road (assuming county supplies gravel) lot
Septic System Installed
2" Water Supply Provide
Grassing and Matting at Completion
Duke power Electric Power Fees
Oil Water Separator from Floor Drains

Existing Fire Hydrant assumed adequate

Division 3 Concrete:

8" Slab reinforced on grade 40x75 under building
Piers and Footing design per structural engineer stamped drawings.
Floor to have one coat of 30% cure and seal finish

Division 4 Masonry:

None

Division 5 Metals:

Labor and Materials to erect a 40x75x14 PEMB meeting all applicable building codes.
Standing Seam Galvalume Roof colored walls, 1/12 pitch

Steel Stud Framing for Bathroom

Division 6 Wood and Plastics:

None



Joe Davis Construction

12245 S. Hwy 11
Westminster, SC 29693
joedavis@jdvainc.com

Division 7 Thermal and Moisture Protection:
3' Vinyl faced insulation installed on roof and walls
3' Vinyl Faced Insulation on walls
R-13 Batt in internal Framed Walls

Division 8 Doors and Windows:
2 3'0" External Steel Doors
3 Sectional 12'x12' Garage Doors Insulated with light-commercial duty operators
1 3'0" Door in Bathroom

Division 9 Finishes:
5/8 sheet rock on all Framed Walls

Division 10 Specialties:
None

Division 11 Equipment:
None

Division 12 Furnishings:

Division 13 Special Construction:
None

Division 14 Conveying Systems:
None

Division 15 Mechanical:
One ADA Compliant bathrooms with sink and toilet.
Rough in Only for future Bathroom and Laundry
3 Floor Drains installed
Hanging Heater to prevent Freezing
2 exterior hose bibs

Division 16 Electrical:
200 amp service, 10 Duplex Receptacles, 3 wall packs and 2 exit doors, 12 T-8 Lights, One Bath heater,
power to truck bay heaters

Telephone and data by county



Design Build Contractor

12245 S. Hwy 11
Westminster, SC 29693
joeldavis@jdavisinc.com

Including Payment and performance Bonds (Builders Risk Excluded)

Recommended Base Budget: \$216,969.62 *(due to change upon final design)*

Owners contingency: \$2,693.21

Recommended Budget for Shell Building no paving: \$219,662.83

Does not include any allowances to replace any unsuitable soil other than septic allowance

Budget based on Scope above.

Excludes Special Inspections

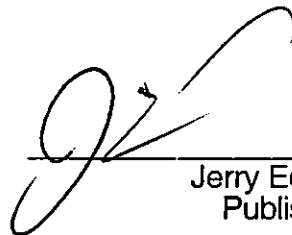
Price good for 30 Days from May 22, 2013

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**


**IN RE: Oconee County Council
 Public Hearing- June 4, 2013
 Ordinance 2013-07**

BEFORE ME the undersigned, a Notary Public for the State and County above named, this day personally came before me, Jerry Edwards, who being first duly sworn according to law, says that he is the Publisher of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said paper on May 24, 2013 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Jerry Edwards
Publisher

Subscribed and sworn to before me this
24th day of May A.D. 2013



Jennifer A. White
Notary Public for South Carolina
My Commission Expires: 05/18/2014

**Oconee County
Council Office**

T. Scott Maulder
Administrator

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864 718 1023
Fax: 864 718 1024

E-mail:
bhulse@oconee-sc.com

Paul Corbett
Vice Chairman
District I

Wayne McCall
District II

Archie Barron
District III

Joel Thrift
District IV
Chairman

Reginald T. Dexter
District V



.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearing for Ordinance 2013-07 "AN ORDINANCE AUTHORIZING THE TRANSFER AND CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO" on Tuesday, June 4, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

Citizens wishing to speak regarding these ordinances may do so by signing up at the meeting. Written comments may be submitted at any time prior to the hearing for inclusion in the official record. Submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Beth Hulse

From: Beth Hulse
Sent: Wednesday, May 22, 2013 11:38 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: Public Hearing: 2013-07 - 6-4-13
Attachments: 052213 - PH 2013-07, 6-04-13.doc

Please run at your earliest convenience.

Elizabeth G. Hulse
Clerk to County Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

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Beth Hulse

From: Beth Hulse
Sent: Wednesday, May 22, 2013 11:39 AM
To: Beth Hulse; Chad Dorsett; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)
Subject: Public Hearing! Ordinance 2013-07 - June 4, 2013

The Oconee County Council will hold a Public Hearing for Ordinance 2013-07 "AN ORDINANCE AUTHORIZING THE TRANSFER AND CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO" on Tuesday, June 4, 2013 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

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Elizabeth G. Hulse

Clerk to County Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@occoneesc.com

www.occoneesc.com/council

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